

CHAPTER 8

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CHAPTER 8

8-000 Cost Accounting Standards

8-001 Scope of Chapter

This chapter presents guidance for implementing DCAA responsibilities in connection with the Cost Accounting Standards Board (CASB) Rules, Regulations, and

Standards. The CASB Rules, Regulations and Standards (48 CFR Chapter 99) are included in the FAR as Appendix, Cost Accounting Preambles and Regulations, and are available on the Acquisition Knowledge Sharing System (AKSS) web site.

8-100 Section 1 --- Overview - Cost Accounting Standards Board (CASB) Rules and Regulations

8-101 Introduction

This section provides the legal background and purposes of implementing the Cost Accounting Standards, including the rules and regulations, and audit responsibilities in implementing Section 26 of the Federal Procurement Policy Act, Public Law 100-679 (41 U.S.C. 422).

Office of Management and Budget (OMB). The CASB consists of five members: the Administrator of OFPP who is the Chairman and one member each from DoD, GSA, industry and the private sector (generally expected to be from the accounting profession).

8-102.2 CAS Working Group

8-102 Background

8-102.1 Establishment of Cost Accounting Standards Board (CASB)

a. The original CASB was established in 1970 as an agency of Congress in accordance with a provision of Public Law 91-379. It was authorized to (1) promulgate cost accounting standards designed to achieve uniformity and consistency in the cost accounting principles followed by defense contractors and subcontractors under Federal contracts in excess of \$100,000 and (2) establish regulations to require defense contractors and subcontractors, as a condition of contracting, to disclose in writing their cost accounting practices, to follow the disclosed practices consistently and to comply with duly promulgated cost accounting standards.

b. The original CASB promulgated 19 standards and associated rules, regulations and interpretations. It went out of existence on September 30, 1980.

c. On November 17, 1988, President Reagan signed Public Law 100-679 which reestablished the CASB. The new CASB is located within the Office of Federal Procurement Policy (OFPP) which is under the

a. To interpret the CASB rules and regulations for implementing in DoD procurement practices, DoD established in 1976 a CAS Steering Committee and Working Group. During its existence, the CAS Working Group issued a number of Interim Guidance Papers on a variety of subjects, most of which are still effective and have been incorporated into this chapter. The Interim Guidance Papers were approved by the Office of the Secretary of Defense (R&E) and given wide distribution.

b. The papers issued by the CAS Working Group that are still effective are listed below. The full text of the papers can be found in the CCH CAS Guide:

No.	Subject
76-2	Administration of Cost Accounting Standards
76-3	Policy for Application of CAS to Subcontracts
76-4	Determining Increased Costs to the Government for CAS Covered FFP Contracts
76-5	Treatment of Implementation Costs Related to Changes in Cost Accounting Practices
76-6	Application of CAS Clause to

	Changes in Contractor's Established Practices when a Disclosure Statement has been Submitted
76-7	Significance of "Effective" and "Applicability" Dates Included in CAS
76-8	Use of the Offset Principle in Contract Price Adjustments Resulting from Accounting Changes
76-9	Measurement of Cost Impact on FFP Contracts
77-10	Retroactive Implementation of CAS When Timely Compliance is Not Feasible
77-13	Applicability of CAS 405 to Costs Determined to be Unallowable on the Basis of Allocability
77-15	Influence of CAS Regulations on Contract Terminations
77-16	Applicability of CAS to Letter Contracts
77-17	Identification of CAS Contract Universe at a Contractor's Plant
77-18	Implementation of CAS 414 - Cost of Money as an Element of the Cost of Facilities Capital; and DPC 76-3
77-19	Administration of Leased Facilities Under CAS 414
77-20	Policy for Withdrawing Adequacy Determination of Disclosure Statement
78-21	Implementation of CAS 410, Allocation of Business Unit G&A Expenses to Final Cost Objectives
78-22	CAS 409 and the Development of Asset Service Lives
79-23	Administration of Equitable Adjustments for Accounting Changes not Required by New Cost Accounting Standards
79-24	Allocation of Business Unit G&A Expense to Facilities Contracts
81-25	Change in Cost Accounting Practice for State Income and Franchise Taxes as a Result of Change in Method of Reporting Income from Long Term Contracts

8-102.3 Current Status of CAS - Recent Substantive CASB Promulgations

a. On June 6, 1997, the CASB issued a final rule amending 9903.201-1(b)(6) to

exempt from the requirements of CAS, firm-fixed-price and fixed-price with economic price adjustments (provided that price adjustment is not based on actual costs incurred) contracts and subcontracts for the acquisition of commercial items. This exemption was effective July 29, 1996, with issuance of an interim rule. The exemption is a result of Section 4205 of the Federal Acquisition Reform Act of 1996 which amends 41 U.S.C. 422(f)(2)(B). The final rule replaces the prior catalog and market price exemption at 48 CFR 9903.201-1(b)(6) and is applicable to all contracts and subcontracts awarded on or after July 29, 1996. The rule rescinds the CASB's December 18, 1995 Memorandum to Agency Senior Procurement Executives (see 8-102.3d).

b. On June 9, 2000, the CASB issued a final rule affecting CAS applicability, thresholds and waiver of CAS coverage to implement provisions included in the National Defense Authorization Act for FY 2000. An interim rule had previously been issued effective April 2, 2000. The main features of the rule are:

- Increases the threshold for full CAS coverage and Disclosure Statements from \$25 million to \$50 million,
- Adds an exemption from CAS for contracts less than \$7.5 million, provided the business unit is not currently performing any CAS-covered contracts valued at \$7.5 million or more,
- Replaces the previous exemption at 48 CFR 9903.201-1(b)(15) (firm-fixed-price (FFP) contracts awarded without any cost data) with an exemption for FFP contracts awarded based on adequate price competition without cost or pricing data, and
- Delegates CAS waiver authority to heads of executive agencies under certain circumstances.

The FAR implemented the CAS changes on waiver authority in an interim rule effective June 6, 2000 (subsequently issued as a final rule without change). The waiver authority is discussed in 8-103.10.

c. On June 14, 2000, the CASB issued a final rule on Changes in Cost Accounting Practices. The CASB streamlined the final rule as a result of the expected decline in CAS-covered contracts resulting from the

recent changes in applicability and thresholds and as a result of a proposed FAR rule on cost impact administration. The following summarizes the key aspects of the rule:

- Clarifies the applicable interest rate to use when recovering increased cost paid as a result of a noncompliance,
- Provides definitions of required, unilateral, and desirable changes to cost accounting practices,
- Expands existing guidance regarding “findings” determinations by the contracting officer,
- Clarifies the aggregate value of contract adjustments for unilateral changes and estimating noncompliances, and
- Includes an exemption from the cost impact process for cost accounting practice changes directly associated with external restructuring activities.

8-103 CAS Coverage Requirements and CAS Exemptions

The following subsections contain a summary of CAS coverage requirements (see Figure 8-1-1).

8-103.1 Educational Institutions - CAS

Contracts and subcontracts with educational institutions are subject to special CAS coverage (see 13-209). Contracts and subcontracts performed by federally funded research and development centers operated by educational institutions are subject to CAS coverage for commercial companies.

8-103.2 CAS Exemptions

The following categories of contracts and subcontracts are exempt from all CAS requirements (48 CFR 9903.201-1):

- a. Sealed bid contracts.
- b. Negotiated contracts and subcontracts (including interdivisional work orders) less than \$500,000.
- c. Contracts and subcontracts with small businesses. FAR Subpart 19.3 addresses determination of status as a small business. A small business (offeror) is one which represents, through a written self-certification, that it is a small business concern in connection with a specific solicitation and has not been determined by the

Small Business Administration (SBA) to be other than a small business. The contracting officer accepts an offeror's representation unless that representation is challenged or questioned. If the status is challenged, the SBA will evaluate the status of the concern and make a determination. (Specific standards appear in Part 121 of Title 13 of the Code of Federal Regulations.)

d. Contracts and subcontracts with foreign governments or their agents or instrumentalities or, insofar as the requirements of CAS other than CAS 401 and 402 are concerned, any contract or subcontract awarded to a foreign concern.

e. Contracts and subcontracts in which the price is set by law or regulation.

f. Firm-fixed-price contracts and subcontracts for the acquisition of commercial items.

g. Contracts or subcontracts less than \$7.5 million, provided that, at the time of award, the business unit of the contractor or subcontractor is not currently performing any CAS-covered contracts or subcontracts valued at \$7.5 million or greater. “Currently performing” is defined in 48 CFR 9903.301, Definitions. A contract is being currently performed if the contractor has not yet received notification of final acceptance of all supplies, services, and data deliverable under the contract (including options). “Currently performing” is intended to reflect the period of time when work is being performed on contractual effort. The period ends when the government notifies the contractor of final acceptance of all items under the contract. If a contractor is currently performing a CAS-covered contract of \$7.5 million or greater, CAS coverage is triggered and new awards are subject to CAS (unless they meet another exemption under 9903.201-1(b)).

h. Contracts and subcontracts awarded to a United Kingdom contractor for performance substantially in the United Kingdom, provided that the contractor has filed with the United Kingdom Ministry of Defense a completed Disclosure Statement which shall adequately describe its cost accounting practices.

i. Subcontracts under the NATO PHM Ship program to be performed outside the United States by a foreign concern.

j. Contracts and subcontracts to be executed and performed entirely outside the United States, its territories, and possessions.

k. Firm-fixed-price contracts and subcontracts awarded on the basis of adequate price competition without submission of cost or pricing data.

8-103.3 Types of Coverage

a. Full coverage requires that the business unit comply with all of the CAS in effect on the contract award date and with any CAS that become applicable because of new standards (CAS clause at FAR 52.230-2). Full coverage applies to contractor business units that:

(1) Received a single CAS-covered contract award of \$50 million or more; or

(2) Received \$50 million or more in CAS-covered contract awards during the immediately preceding cost accounting period.

The \$50 million threshold became effective April 2, 2000. The previous \$25 million threshold was effective from November 4, 1993 through April 1, 2000. Prior to November 4, 1993 the threshold was \$10 million.

b. Modified CAS coverage (CAS clause at FAR 52.230-3) requires only that the contractor comply with CAS 401, 402, 405, and 406. Contracts with modified CAS coverage awarded prior to November 4, 1993 are subject to CAS 401 and 402 only. Modified CAS coverage applies to contractor business units that received less than \$50 million in net CAS-covered awards in the immediately preceding cost accounting period.

c. When any one contract is awarded with modified CAS coverage, all CAS-covered contracts awarded to that business unit during that cost accounting period are also subject to modified coverage, except that when a business unit receives a single CAS-covered contract award of \$50 million or more, that contract is subject to full coverage. Thereafter, any covered contract awarded during that accounting period and the subsequent accounting period is subject to full CAS coverage.

d. The CAS status of a contract or subcontract (full coverage, modified coverage,

or exempt from CAS), remains the same throughout its life regardless of changes in the business unit's CAS status in the current or subsequent cost accounting periods (i.e., a contract awarded with modified coverage remains subject to such coverage throughout its life even if subsequent period contracts are awarded with full coverage).

e. Subcontract coverage. (1) When a subcontract is awarded under a CAS-covered prime contract (and higher-tier subcontract), CAS coverage of the subcontract is determined in the same manner as prime contracts awarded to the subcontractor's business unit; i.e., determine if any of the exemptions from CAS at 48 CFR 9903.201-1 apply to the subcontract (see 8-103.2). (2) Working Group Paper 76-3, Policy for Application of CAS to Subcontracts, states that the standards applicable to the prime contract at the time it was awarded are also applicable to the subcontract. One might interpret this to mean that if a prime contract is subject to full CAS coverage, the subcontract is also subject to full CAS coverage. This appears to conflict with the guidance at 8-103.3e(1) that states that CAS coverage for subcontracts is determined in the same manner as it is determined for prime contracts awarded to the subcontractor's business unit. There is no conflict, however, because the Working Group Paper was issued before the category of modified coverage was created. When the Working Group Paper was issued, no distinction was made between full and modified coverage. As stated in 8-103.3e(1), CAS coverage at the subcontract level should continue to reflect the same CAS coverage as prime contracts awarded to the same business unit.

8-103.4 Effect of Contract Modifications

Contract modifications made under the terms and conditions of the contract do not affect its status with respect to CAS applicability. Therefore, if CAS was applicable to the basic contract, it will apply to the modification. Conversely, if the basic contract was exempt from CAS, the modification will also be exempt regardless of the amount of the modification. However, if the contract modification adds new work it must be treated for CAS purposes as if it

were a new contract. In this case, if the modification exceeds the threshold, it will be CAS-covered (see CAS Working Group Paper 76-2).

8-103.5 Effect of Basic Ordering Agreements

Basic agreements and basic ordering agreements (BOAs) are not considered contracts (FAR 16.702(a) and 16-703(a)). Since orders must be considered individually in determining CAS applicability, only orders that exceed the threshold will be CAS-covered (see CAS Working Group Paper 76-2).

8-103.6 Effect of Letter Contracts

CAS is applicable to letter contracts exceeding the threshold as of the date of the award. Definitizing the contract will not activate any new standards since definitization is a contract modification rather than a new contract (see CAS Working Group Paper 77-16).

8-103.7 CAS Flowdown Clause - FAR 52.230-2

The CAS clauses at FAR 52.230-2(d) and FAR 52.230-3(d) (for full and modified coverage, respectively) require a contractor to include the substance of the CAS clause in all negotiated subcontracts (at any tier) into which the contractor enters. This is commonly referred to as the "CAS flow down clause." However, as discussed in 8-103.3e, if a subcontract meets one of the CAS exemptions at 48 CFR 9903.201-1 (see 8-103.2), the subcontract will not be subject to CAS. For example, a CAS-covered prime contractor could not place the requirement for CAS compliance on a subcontract with a small business because 9903.201-1(b)(3) specifically exempts contracts and subcontracts with small businesses from CAS requirements.

8-103.8 Submission of Disclosure Statement

The requirements for submission of a Disclosure Statement (48 CFR 9903.202-1(b)) are:

a. Any business unit that is selected to receive a CAS-covered contract or subcontract of \$50 million or more shall submit a Disclosure Statement before award.

b. Any company which, together with its segments, received net CAS-covered awards totaling more than \$50 million in its most recent cost accounting period shall submit a Disclosure Statement. When a Disclosure Statement is required under this criteria, it must be submitted before award of the first CAS-covered contract in the immediately following cost accounting period. However, if the first covered award is made within 90 days of the start of the cost accounting period, the contractor is not required to file until the end of the 90 days.

c. When required, a separate Disclosure Statement must be submitted for each segment having more than \$500,000 of costs included in the total price of any CAS-covered contract or subcontract, unless:

(1) The contract or subcontract is of the type or value exempted by 48 CFR 9903.201-1; or

(2) In the most recently completed accounting period, the segment's CAS-covered awards are less than 30 percent of total segment sales for the period and less than \$10 million.

8-103.9 Additional Exemptions on a Particular Standard

Subsection 62 of each cost accounting standard will provide for any additional exemptions associated with a particular standard.

8-103.10 CAS Waivers

a. The CAS statute (Pub. Law 100-679) authorizes the CAS Board to waive CAS requirements on individual contracts and subcontracts. CAS 9903.201-5 addresses CAS waivers.

b. Effective April 2, 2000, the CAS Board granted authority to waive CAS to heads of executive agencies. Implementing guidance is in FAR 30.201-5 and DFARS 230.201-5. FAR 2.101 defines "executive agency" as executive, military, and independent departments. Delegation of waiver authority may not be made lower

than the senior contract policymaking level of the agency.

c. Heads of executive agencies may waive CAS under the following two circumstances:

- The contract or subcontract is less than \$15 million, and the segment performing the work is primarily engaged in the sale of commercial items and has no contracts or subcontracts subject to CAS, or
- “Exceptional circumstances” exist whereby a waiver of CAS is necessary to meet the needs of the agency. Exceptional circumstances are deemed to exist only when the benefits to be derived from waiving CAS outweigh the risk associated with the waiver. A waiver for exceptional circumstances must be in writing and include a statement of the specific circumstances that justify granting the waiver.

8-104 CAS Audit Responsibility

8-104.1 Basic Functions

FAR 30.202-6, 30.202-7, and 30.602 outline the basic functions of the contract auditor in the implementation of the standards. They provide that the contract auditor shall be responsible for making recommendations to the cognizant Federal agency official (CFAO). The CFAO is the contracting officer assigned by the cognizant Federal agency to administer CAS. Within DoD, the CFAO is the cognizant ACO. The auditor’s recommendations to the CFAO include whether:

- a contractor’s Disclosure Statement, submitted as a condition of contracting, adequately describes the actual or proposed cost accounting practices as required by 41 U.S.C. 422 as implemented by the CASB;
- a contractor’s disclosed cost accounting practices are in compliance with FAR Part 31 and applicable cost accounting standards;
- a contractor’s or subcontractor’s failure to comply with applicable cost accounting standards or to follow consistently its disclosed or established cost accounting practices has resulted,

or may result, in any increased cost paid by the government; and

- a contractor’s or subcontractor’s proposed price changes, submitted as a result of changes made to previously disclosed or established cost accounting practices, are fair and reasonable.

8-104.2 Auditor’s Function on Subcontracts Subject to CAS

As specifically related to subcontracts subject to CAS, the auditor’s functions tend to fall into the following areas:

a. The auditor will audit the books and records of prime contractors and higher tier subcontractors to determine that appropriate CAS clauses are included (FAR 52.230-2 or 52.230-3, and FAR 52.230-6) in awarded subcontracts. In addition, the auditor will determine that, when applicable, subcontractor Disclosure Statements have been obtained.

b. 48 CFR 9903.202-8(a) and FAR 42.204(b) provide that the company awarding the CAS-covered subcontract is responsible, except as noted in c. and d. below, for securing subcontractor compliance with CASB rules, regulations, and standards. Notwithstanding these provisions, in most cases compliance audits of CAS-covered subcontracts will be performed by the auditor cognizant of the subcontractor in conjunction with the performance of other regularly scheduled audit assignments. When DCAA audits a prime contractor that also holds covered subcontracts, the auditor should routinely include the subcontracts in the CAS-covered audits. Even though the audit responsibility may not have been formally assigned, the auditor, to protect the government’s interest, must consider all covered work held by the contractor when making CAS-related audits. At locations where no government prime contracts exist, the auditor should attempt to identify the existence of CAS-covered subcontracts either during the performance of regular ongoing audits or through routine examinations of existing acquisition records. Once identified, these subcontracts will also be subject to audit tests for CAS compliance.

c. Under the provisions of 48 CFR 9903.202-8(b) a subcontractor may satisfy disclosure requirements by identifying to the prime contractor the CFAO to whom its Disclosure Statement was previously submitted. 48 CFR 9903.202-8(c)(1) provides that the subcontractor may submit a Disclosure Statement that contains privileged and confidential information directly to the subcontractor's CFAO. In this case a preaward determination of adequacy is not required. Instead, the CFAO will advise the auditor to perform postaward audits of adequacy and compliance.

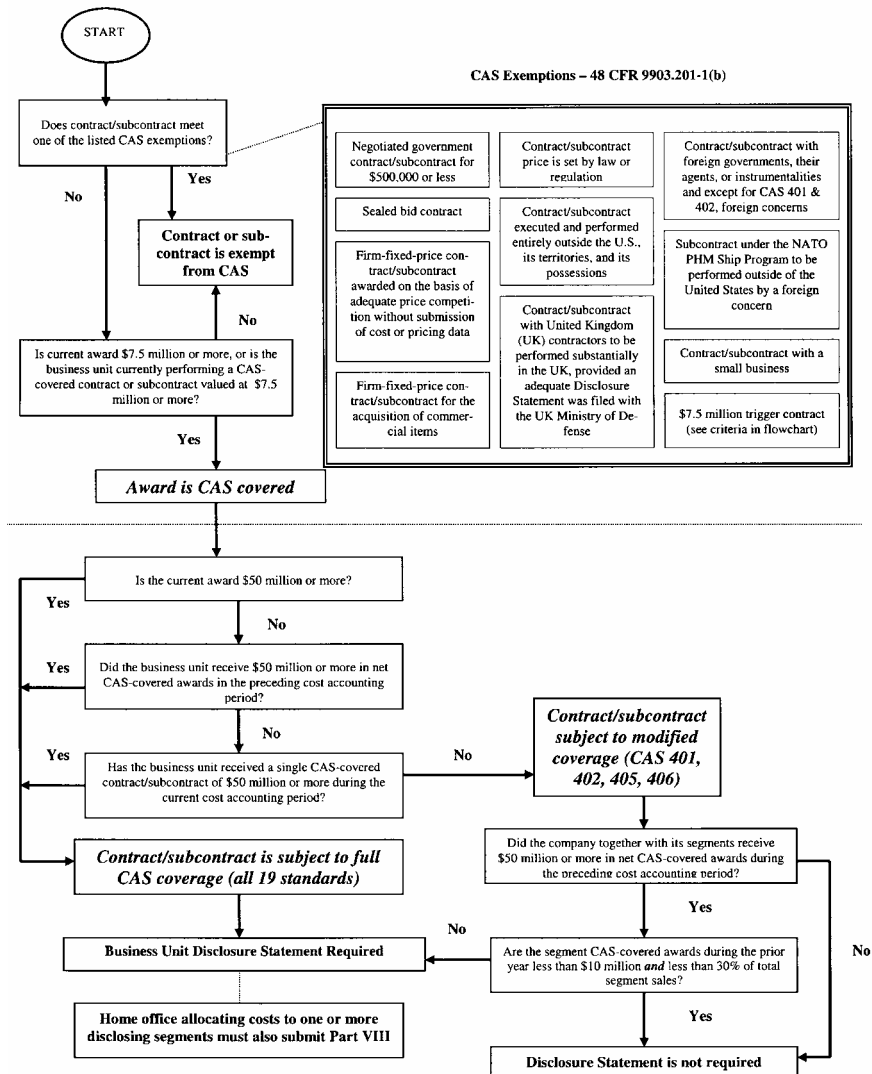
d. In accordance with 48 CFR 9903.202-8(c)(2), subcontractors not subject to Disclosure Statement requirements may claim that other CAS-related audits by prime contractors would jeopardize their proprietary data or competitive position. In

such cases, the subcontractor may request the government to perform the audits.

8-104.3 Contract Audit Coordinator (CAC)

The CAC will be responsible for assuring, for all organizational units of the assigned company, that consistent and compatible audit conclusions are reached by all FAOs involved. Specific responsibilities for all auditors in the coordination process are in subsequent sections of this chapter. If a CAC has not been assigned to a multi-divisional contractor, the regional director cognizant of the corporate home office will designate a Corporate Home Office Auditor (CHOA) or Group Audit Coordinator (GAC), as applicable (see also 8-204 for audit coordination within multiorganizational companies).

Figure 8-1-1
CAS Coverage and Disclosure Statement Determination



8-200 Section 2 --- Audits of Disclosure Statement for Adequacy**8-201 Introduction**

This section contains guidance on auditing Disclosure Statements. The audit is to ascertain whether a Disclosure Statement adequately describes the cost accounting practices to be used by a contractor for estimating, accumulating and reporting contract costs.

8-202 General

a. Defense contractors and subcontractors meeting certain criteria are required, as a condition of contracting, to disclose in writing their cost accounting practices. The Disclosure Statement has been designed to provide an authoritative description of the contractor's cost accounting practices to be used on federal contracts for those contractors required to file. The more important objectives of the disclosure requirement include: (1) establishing a clear understanding of the cost accounting practices the contractor intends to follow, (2) defining costs charged directly to contracts and disclosing the methods used to make such charges, and (3) delineating the contractor's methods of distinguishing direct costs from indirect costs and the basis for allocating indirect costs to contracts. An adequate Disclosure Statement should minimize future controversies between contracting parties regarding whether the contractor has consistently followed the disclosed practices.

b. FAR 30.202-7 states that the auditor is to advise the cognizant Federal agency official (CFAO) on the adequacy of the contractor's Disclosure Statement. To meet this responsibility, the auditor will audit the Disclosure Statement to ascertain if it adequately describes the cost accounting practices to be used for contracts containing the CAS clause. FAR 30.202-7(a) states that a Disclosure Statement is adequate if it is current, accurate, and complete.

c. When a CFAO determines that the contractor's Disclosure Statement is adequate, it does not necessarily indicate that the CFAO is certifying that all cost accounting practices have been disclosed. It does indicate that those practices disclosed

have been adequately described and the CFAO currently is not aware of any additional practices that should have been disclosed.

Subsequently, it may be discovered that a contractor had a cost accounting practice that was not required to be described in the Disclosure Statement. Such a practice will be considered an "established cost accounting practice," for which appropriate guidance in 48 CFR 9903.302-2 on changes and noncompliances will be followed. In addition, CFAOs do have authority to withdraw an adequacy determination previously given for a Disclosure Statement. Action to withdraw the determination should not be taken unless the issue is material and the contractor will not make the revision. Contractors should be immediately advised in writing when a revision to the Disclosure Statement is necessary. (See 8-208g and CAS Working Group Papers 76-6 and 77-20.)

d. Unless permission is granted for a postaward submission, FAR 30.202-6(b) requires the CFAO to determine that the offeror has made an adequate disclosure before a covered contract can be awarded to a prime contractor. Consequently, the auditor shall expedite the issuance of the reports citing inadequate conditions. To be responsive to the requirements of the acquisition offices, audit report due dates and other planning considerations should be coordinated with the CFAO in accordance with 4-103. These due dates should allow the CFAO enough time before contract award to (1) render a formal determination, (2) request a revised Disclosure Statement, if required, and (3) obtain audit assistance in evaluating the revised descriptions. When unforeseen circumstances delay the audit report, the CFAO should be advised immediately and a revised mutually acceptable due date established. 48 CFR 9903.202-8(c)(1) does permit postaward adequacy determinations of subcontractor Disclosure Statements (see 8-104.2).

e. The auditor should expedite the issuance of the audit report even when a contractor submits a Disclosure Statement well in advance of an award of a covered con-

tract. The lack of an imminent procurement action should not be used as the basis for extending the report due date.

f. The submission of a Disclosure Statement is required as a condition of contracting for all contractors meeting certain criteria. 48 CFR 9903.202-1(b) specifies the thresholds that contractors and subcontractors must meet to be required to file a Disclosure Statement. (See 8-103.8) FAR 52.230-1 Part I(c)(3) provides for the submission of a certificate of monetary exemption for those contractors who do not meet the current filing thresholds.

g. Contractors and subcontractors who are required to file Disclosure Statements must submit a separate disclosure statement for each segment that meets the criteria specified in 48 CFR 9903.202-1(c). (See 8-103.8.c.) The previous CAS Board rule allowing the submission of a single Disclosure Statement for segments that have identical cost accounting practices has been deleted. General Instruction No. 3 of the revised CASB DS-1 (Rev 2/96) provides that each segment or business unit required to disclose its cost accounting practices should complete the Cover Sheet, the Certification, and Parts I through VII. Each corporate or group office is required to complete Part VIII of the Disclosure Statement if its costs are allocated to one or more disclosing segments performing CAS-covered contracts or subcontracts (48 CFR 9903.202-1(d)).

h. Amendments to Disclosure Statements are required whenever the contractor changes any of its disclosed accounting practices (48 CFR 9903.202-3). For each revision of the Disclosure Statement (addition, change, or deletion), only the pages containing such revision shall be resubmitted. Detailed procedures for submitting amended Disclosure Statements have been provided in the CASB regulations. These regulations also allow agencies to prescribe criteria under which submission of a complete, updated Disclosure Statement will be required. As stipulated in General Instruction No. 11 of the revised CASB DS-1 (Rev 2/96), each amendment, or set of amendments, should be accompanied by an amended cover sheet (indicating revision number and effective date of the change) and a signed certification. For all revised

Disclosure Statement submissions, the contractor should mark each page "Revision Number ____" and "Effective Date ____" in the Item Description block; and insert a revision mark (e.g., "R") in the right hand margin of any line that is revised. It is important to note that the annual revision to Item 1.3.0 and column (3) of Item 8.1.0. are not changes to accounting practices.

i. Contractors are required to submit the Disclosure Statement and any changes directly to the CFAO and the cognizant auditor (48 CFR 9903.202-5). The responsibility of obtaining a proper resubmission rests with the CFAO. The auditor should not consider a statement inadequate solely on questions concerning whether an amended or revised statement has been submitted in accordance with the requirements cited in paragraph h. above. However, the auditor should include in the adequacy report specific recommendations on the proper filing procedure.

j. The auditor will not distribute Disclosure Statements outside DCAA. All requests for copies of Disclosure Statements by other components of DoD or other government agencies should be referred to the CFAO. Strict adherence to this requirement is critical since the CASB regulations provide that a Disclosure Statement will not be made public if the contractor files it specifically conditioned on the government's agreement to treat its contents as confidential information. Additionally, a subcontractor's Disclosure Statement will not be divulged to its prime contractor if the subcontractor makes a claim of privileged and confidential information and the prime contractor authorizes filing it directly with the government.

8-203 Proper Filing

a. After receiving a Disclosure Statement or an amendment, the auditor should ascertain if the data were filed in accordance with 48 CFR 9903.202. If the contractor has filed incorrectly (e.g., a single Disclosure Statement submitted for more than one segment, the disclosure statement should be considered inadequate (see 8-202g), and the matter should be reported to the CFAO (see 8-208e).

b. On February 28, 1996, the CASB issued a final rule revising the CASB DS-1. Contractors are to use the revised DS-1 for all initial Disclosure Statement submissions or significant revisions dated on or after February 28, 1996. All contractors subject to Disclosure Statement requirements must submit a complete Disclosure Statement using the revised DS-1 form by the beginning of the first fiscal year after December 31, 1998. For example, calendar year contractors with no revisions to their existing Disclosure Statement would have until January 1, 1999 to submit a complete Disclosure Statement using the revised DS-1. Initial or revised submissions made on or after February 28, 1996 that are not submitted using the revised CASB DS-1 should be considered inadequate and reported to the CFAO using the procedures set out in 8-208e. Auditors should follow the guidance in 8-208g for situations in which the contractor failed to provide a complete Disclosure Statement using the revised form by the required due date.

c. Unless specifically requested by the CFAO, no audit effort will be expended verifying the contractor's basis for filing a certificate of monetary exemption. If such a request is received, the CFAO should be asked to obtain the contractor's documentation or working papers supporting the claim for a monetary exemption.

d. Obvious mistakes, such as a subsidiary filing a certificate of monetary exemption when the parent company is required to file a Disclosure Statement, should be reported to the CFAO immediately.

8-204 Audit Coordination within Multiorganizational Companies

The specific responsibilities of the CAC, CHOA, GAC and the FAOs within multiorganizational companies are as follows:

a. CAC/CHOA/GAC

(1) Determine the extent of the CAC network by obtaining a list from the contractor of all organizational units which will be submitting Disclosure Statements.

(2) For all reporting organizational units, obtain from the contractor a list of the Disclosure Statement items which will be answered by the corporate office. When

determining which items are addressed by the corporate office, the CAC/CHOA/GAC should consider the requirements of General Instruction No. 4 of the February 28, 1996 revision to the DS-1. General Instruction No. 4 stipulates:

(a) Each home office is required to disclose its cost accounting practices for measuring, assigning, and allocating its costs to segments performing Federal contracts or similar cost objectives, and shall complete the Cover Sheet, the Certification, Part I and Part VIII of the Disclosure Statement.

(b) If a home office either establishes practices or procedures for the types of cost covered by Parts V, VI, and VII, or incurs and then allocates these types of cost to its segments, then the home office may complete Parts V, VI, and VII to be included in the Disclosure Statement submitted by its segments. Auditors should refer to item 8.2.0. of the home office Disclosure Statement to determine which parts were completed by the home office. Even though the corporate home office may complete Parts V, VI, and VII for the segment, the segment is still responsible for including these parts in its Disclosure Statement submission.

(c) While a home office may have more than one segment submitting a Disclosure Statement, only one statement described in subparagraph (a) above needs to be submitted to cover home office operations.

(3) Notify the auditors in the network of the items that will be prepared by the corporate office.

(4) Notify the auditors in the network of the date on which the corporate office Disclosure Statement is expected and establish the due date of the adequacy report.

(5) Obtain copies of all Disclosure Statements and evaluate and compare the applicable items to assure consistency in the items answered by the home office.

(6) Distribute copies of the corporate and group office Disclosure Statements to the FAOs in the network. Notify the FAOs when changes are made to the corporate Disclosure Statement and establish the due date for the audit report on the revised statement.

(7) Establish a system to receive and distribute information within the network concerning problem areas.

(8) Conduct CAS workshops involving network auditors to assure consistency and uniformity among the various FAOs regarding the audit position for common or similar descriptions.

(9) Obtain copies of reports on all the Disclosure Statements in the network and make comparisons to assure that auditors are consistent in the treatment of common disclosures. This action should be accomplished before reports are issued.

b. FAOs

(1) Establish a target date for the issuance of audit report covering the examination of the Disclosure Statements submitted by the organizational units.

(2) Inform the CAC, CHOA, or GAC of the target reporting date established in (1) above. This report due date should provide the CFAO with the time needed to take appropriate action before the award of the first covered contract. The earliest report due date for an organizational unit's Disclosure Statement should become the report due date for the corporate and group office Disclosure Statement reports.

(3) Evaluate the items prepared by the corporate office to ascertain whether the corporate office items are compatible with the described practices of the reporting organizational unit. The cognizant FAO should advise the CAC, CHOA, or GAC of any significant areas of incompatibility between the data reported by the corporate office (Part 8 of the Disclosure Statement) and the data provided by the organizational unit (Parts 1 through 7 of the Disclosure Statement).

(4) Attend the CAS workshops.

(5) Plan the audit so that the audit report can be furnished to the CAC, CHOA, or GAC before it is issued to the CFAO.

(6) Request assist audits of the corporate office and all intermediate organizations that perform home office functions on behalf of the operating segment involved. The assist audits should include a review of the methods used by the home office organization(s) to identify, measure, and allocate costs to segments. In most instances such evaluations will be made on

an assist audit basis because the pertinent data are normally unavailable at the reporting segment level.

8-205 Audit Programs and Working Papers for Disclosure Statement Adequacy Audits

a. The auditor should observe government auditing standards in preparing audit programs and working papers. Agency standard audit programs with appropriate modifications should be used where available. The audit program should be in sufficient detail to indicate the purpose of the audit step, the manner in which the work will be done, and the scope of the audit. Audit programs prepared for contractors who are subject to frequent or continuous audits should require an evaluation of data in existing files (e.g., permanent files, system audits, estimating system surveys, price proposal evaluations, indirect cost audits, etc.) as a major step in verifying the described cost accounting practices. For those contractors with whom DCAA has had limited or no audit experience, the potential dollar volume of covered contracts should be a major consideration in establishing the scope of the adequacy audit.

b. Audit working papers should contain, at least, (1) the basis for accepting a description, (2) a record of discussions and written communications from the CFAO and contractor, and (3) the auditor's rationale in resolving questionable items. The working papers should identify those descriptions accepted without audit verification. This identification is especially important for those described practices which may involve significant cost. In this way, the auditor will have a basis for identifying these practices and evaluating such items for compliance when future audits are performed.

8-206 Criteria for Adequacy Determination

a. To be considered adequate, a Disclosure Statement must be current, accurate, and complete.

(1) A Disclosure Statement is current if it describes the cost accounting practices which the contractor intends to follow for

estimating, accumulating and reporting costs associated with covered contracts. The Disclosure Statement, therefore, could possibly include practices that are currently in use; will be instituted at some future date; will be followed with the incurrence of a new cost; or a combination of these.

(a) Existing audit files should be reviewed to ascertain whether the cost accounting practices identified in the Disclosure Statement are, in fact, the contractor's current practices. For example, data in the permanent file and in recent reports on pricing proposals, system audits, indirect cost rate proposals, and accounting system surveys cover many features of the contractor's cost accounting practices. When the adequacy audit discloses a difference between a described practice and an existing practice, the auditor should discuss it with the contractor to assure that a change is intended. Conversely, if the auditor is aware of an intended change in the contractor's practice and the practice has not been described, she or he should recommend the contractor describe the intended practice as well as the existing practice.

(b) Where the contractor already has covered contracts, but was not previously required to file a Disclosure Statement, the practices subsequently described should be the same as those used to estimate and accumulate costs for the contracts entered into before the Disclosure Statement was required. If there are any known differences, an audit should be scheduled to ascertain if the contractor is consistently following its established cost accounting practices that were effective when the initial covered contract was awarded or has made a change to a cost accounting practice without notifying the CFAO.

(2) A Disclosure Statement is accurate if it correctly, clearly, and distinctly describes the actual method of accounting the prime contractor or subcontractor uses or intends to use on contracts subject to 41 U.S.C. 422. Vague, ambiguous, and contradictory descriptions of the contractor's cost accounting practices may hinder subsequent compliance audits, cause disputes and litigation between contracting parties, and ultimately result in additional cost to the government. Consequently, the auditor

should carefully evaluate the described practices for specificity and clarity. Clerical accuracy is also a requirement for the Disclosure Statement. Therefore, the auditor should verify whether the contractor has checked the appropriate boxes, inserted the applicable code letters, omitted any questions, etc.

(3) A Disclosure Statement is complete if it includes all significant cost accounting practices the contractor intends to use and provides enough information for the government to fully understand the accounting system being described. Accordingly, auditors should be alert for vague, incomplete or ambiguous answers which could lead to alternative accounting interpretations. Where such responses are noted, the auditor should discuss them with the contractor to ascertain the specific meaning. If the item is material and the meaning is not clarified, the auditor should recommend that the CFAO find the statement inadequate.

b. During the Disclosure Statement adequacy audit, auditors should keep in mind General Instruction No. 8 of the February 28, 1996 revision to the CASB DS-1. General Instruction No. 8 allows contractors to incorporate, by reference, existing written accounting policies and procedures when the cost accounting practice being disclosed is clearly set forth in the policies and procedures. As an alternative, the Instruction allows contractors to attach as appendices to the pertinent part of the Disclosure Statement, copies of the relevant parts of existing written accounting policies and procedures. For instances where either the accounting policies and procedures are incorporated by reference or attached as an appendix, the auditor should treat the description in these documents the same as a description in the Disclosure Statement itself for the purpose of determining whether the Disclosure Statement is current, accurate, and complete.

c. Materiality should be a major factor in deciding the level of detail required to be disclosed. A prime consideration should be whether a change in accounting procedure at the level of detail under consideration would have a material effect on the flow of costs, now or in the near future.

d. The auditor need not audit or report to the ACO the validity of the statistical data submitted annually by the contractor to update sales and regulated information.

8-207 Discussion with the Contractor

Before issuing the report to the CFAO, discuss with the contractor all items considered inadequate (see 4-300).

8-208 Reporting

a. Since FAR 30.202-7(a) assigns the contract auditor responsibility for ascertaining the adequacy of the Disclosure Statement and its amendments, the required audits will be initiated and audit reports will be issued without the need for a request for audit services.

b. Prepare reports on initial adequacy audits in accordance with 10-800. If the report identifies inadequate descriptions and the CFAO agrees the statement is inadequate, the CFAO will formally notify the contractor, identify the inadequate items, and request that the statement be revised. The auditor will audit the revised statement to ensure that the contractor has taken corrective actions.

c. For each operating segment required to submit a Disclosure Statement, the cognizant auditor will be responsible for reporting the results of the adequacy audit of Parts 1 through 7. Even though data relating to Parts 1 through 7 may have been audited by other auditors who have cognizance over home office organizations, the report covering the operating segment will also include the results of the assist audits.

d. All reports on the adequacy of initial Disclosure Statements will be submitted separately from reports on compliance and other audit reports. When a Disclosure Statement is audited in connection with a pricing proposal, two reports will be required: one on the adequacy audit and the other on the evaluation of the pricing proposal. The report on the adequacy audit will not include recommendations concerning any actual or potential noncompliances. Noncompliance issues will be reported separately (see 10-808). Compliance of the

initial disclosure statement will also be reported separately (see 10-805).

e. When a company submits proposed revisions to the Disclosure Statement which has previously been determined to be adequate, the auditor is required to follow reporting procedures that differ from those outlined in d. above. The auditor will audit the revisions for adequacy and compliance with CAS and FAR. The results of this audit will be included in a single report to the CFAO if there are no noncompliance issues. If there are noncompliance issues, there will be two reports because noncompliances found in Disclosure Statement adequacy and compliance audits will be treated in the same manner as noncompliances found in other types of audits. That is, in addition to issuing the report on the adequacy of the Disclosure Statement, a separate noncompliance report will also be issued (see 10-808).

f. The auditor should always be aware of the importance of meeting the established due dates for adequacy reports. When unforeseen circumstances delay the issuance of the report, the CFAO should be notified immediately and arrangements made for a new report due date. The CFAO is responsible for determining the adequacy of the Disclosure Statement and a delay in submitting the audit report will delay the official notice to the contractor concerning the acceptability of the statement.

g. If subsequent audits indicate that a previously accepted disclosure statement is inadequate, the contractor should be immediately advised in writing that a revision to the Disclosure Statement is necessary. For example, the contractor did not describe cost accounting practices related to a cost because it did not have a significant impact on the flow of costs to government contracts. Subsequently the cost becomes material and significantly affects the flow of costs. The contractor should revise its disclosure statement to adequately describe the practices related to the previously immaterial cost. If the contractor will not make the revision, the auditor should issue an audit report recommending that the CFAO withdraw the adequacy determination and request the

contractor to submit a revised disclosure statement (see 8-202c).

8-209 Maintenance of CFAO Letters of Adequacy Determination

FAR 30.202-7(a) requires that the CFAO generally notify the contractor, within 30 days after the receipt of the Disclosure Statement, whether or not the

statement is adequate, and provide copies of letters of adequacy determination to the auditor and contracting officer. A copy of the most recent CFAO letter of adequacy determination should be included in FAO files. Auditors should follow up with CFAOs if a CFAO letter of adequacy determination has not been received within 60 days after an adequacy report has been issued.

8-300 Section 3 --- Compliance with Cost Accounting Standards Board (CASB) Rules, Regulations, and Standards, and with FAR**8-301 Introduction**

a. This section provides audit guidance for the evaluation of the contractor's Disclosure Statement and the practices used for estimating, accumulating and reporting costs on contracts subject to 41 U.S.C. 422. The purpose of the audit is to ascertain whether the disclosed or established practices are in compliance with both the CASB rules, regulations, and standards and with appropriate acquisition regulations. The aspects of compliance audits covered in this section are:

(1) General requirements including audit considerations and reporting procedures.

(2) Audit considerations involved in the initial audit of the Disclosure Statement for compliance.

(3) Audit requirements associated with the audit of cost accounting practices for compliance during the proposal evaluation and contract performance.

b. Not only should the audit and subsequent reporting cover those conditions that constitute actual noncompliances but should also include circumstances where the occurrence of a planned or pending action will result in a violation of CASB rules, regulations, or standards. A condition of potential noncompliance exists when (1) a contractor with a covered contract proposes a practice that when implemented will violate a cost accounting standard, or FAR cost principle (see 8-302.7f), or (2) a contractor who does not have a covered contract but currently has or proposes to implement a practice which, with the award of the initial covered contract, will result in a violation of the CASB rules, regulations, and standards or appropriate acquisition regulations. It is important to note that in each of the potential noncompliance conditions described above, some future action is required before the contractor is in violation of 41 U.S.C. 422. For example, the offeror must be awarded a CAS-covered contract before it becomes subject to the rules and regulations of the CASB. Similarly, a covered contractor must implement an unacceptable practice to be in actual noncompliance.

c. To facilitate the implementation process, each promulgated standard contains in subparagraph .80 an effective date and an applicability date. The CASB defers the applicability date beyond the effective date in order to provide contractors adequate time to prepare for compliance and make any required accounting changes. Under the regulation, a contractor becomes subject to a new standard only after receiving the first CAS-covered contract following the effective date. The distinction between the effective and applicability dates is important. The effective date designates when the pricing of future CAS-covered contracts must reflect the new standard. It also identifies those CAS-covered contracts eligible for an equitable adjustment, since only contracts in existence on the effective date can be equitably adjusted to reflect the prospective application of a new standard. The applicability date marks the beginning of the period when the contractor's accounting and reporting systems must comply with a new standard. Proposals for contracts to be awarded after the effective date of a standard should be evaluated carefully for compliance with the new standard. The proposal need only reflect compliance with the standard from the applicability date forward. Any changes resulting from early implementation may result in an equitable adjustment under FAR 52.230-2(a)(4)(iii) for the period prior to the applicability, if the parties agree to such early implementation. In unusual situations, the short lead time between the effective and applicability dates may create a difficult situation for the contractor. Where a contractor can demonstrate to the cognizant Federal agency official (CFAO) that it would be virtually impossible to comply with the effective or applicability dates of a standard, contracts can be negotiated after the effective date of the standard based on the accounting system used before the standard. Contract terms should include provisions for price adjustments, retroactive to the applicability date, for significant cost impact resulting from the change in accounting practice to comply with the standard. In addition, the CFAO

should establish a specific date for the contractor to complete the changes to its estimating, accounting, and reporting systems and Disclosure Statement to comply with the standard. When this procedure is followed, noncompliances will not be reported. Equitable adjustments computed as of the applicability date will be submitted as provided in FAR 30.602-1. (See CAS Working Group Papers 76-7 and 77-10.)

d. Questions have been raised regarding the CAS compliance of termination claims since:

(1) costs in termination claims may be arranged differently than the cost presentations in the original estimates, and

(2) termination claims often include as direct costs such items as settlement costs or unexpired leases which would have been charged indirect if the contract had been completed. Termination costing procedures as detailed in FAR 31.205-42 are still effective. DoD does not view these procedures as violating either CAS 401 or 402, since terminating a contract creates a situation that is totally unlike completing a contract. Therefore, these costs would not be considered costs incurred for the same purpose in like circumstances. Termination contracting officers should assure themselves that within the context of termination situations, consistency is honored to the extent that the circumstances are similar. To that end, it would be advisable for a contractor to document its termination accounting procedures as part of its disclosed practices. Indirect cost rates used in termination claims must represent full accounting periods as required by CAS 406. (See CAS Working Group Paper 77-15.)

8-302 Noncompliance with CAS

8-302.1 Requirements

a. FAR 30.602-2 states that when the CFAO determines a disclosed or an established practice is not in compliance the CFAO shall notify the offeror or contractor, with a copy to the auditor. The notice shall require the recipient to advise the CFAO and the auditor of the corrective action taken or to be taken to bring the practices into compliance. A revised Disclosure Statement may be required. In addition,

adjustment of the prime contract price or cost allowance in accordance with FAR 30.602-2 may be required.

b. As in FAR 30.202-6 and 30.202-7, the contract auditor shall be responsible for conducting audits as necessary to advise the CFAO as to whether the contractor's disclosed or established practices comply with CAS and FAR Part 31. Because the audit responsibility is a continuous requirement, instances of noncompliance may be detected and reported at various stages of the procurement action.

8-302.2 Types of Noncompliance

a. Eight types of noncompliance can be identified based on CASB rules, regulations, and standards and FAR Part 31:

(1) Disclosed practices not in compliance with CAS.

(2) Disclosed practices not in compliance with FAR.

(3) Actual practices of estimating costs not in compliance with CAS.

(4) Actual practices of estimating costs not in compliance with FAR.

(5) Actual practices of estimating costs not in compliance with Disclosure Statement.

(6) Actual practices of accumulating or reporting costs not in compliance with CAS.

(7) Actual practices of accumulating or reporting costs not in compliance with FAR.

(8) Actual practices of accumulating or reporting costs not in compliance with Disclosure Statement.

b. The first two noncompliance situations may be detected either during the initial Disclosure Statement audit, during normal audits such as price proposal evaluations, or during audits of incurred cost, as discussed in 8-304. Conditions three through five would likely be detected during a proposal evaluation or an estimating system survey. Situations six through eight would generally be detected during normal or routine audits of actual costs.

c. In some cases multiple noncompliance conditions may exist. For example, a contractor normally allocates the costs of preparing initial bid proposals to cost objectives on the basis of total cost input.

This practice, which conforms with FAR 31.205-18, and CAS 420, was previously disclosed to the government. For a new proposal, however, the associated B&P expenses were charged to the engineering overhead which was subsequently allocated to the resulting contract on the basis of direct engineering labor dollars. Under the conditions described above, noncompliance types (6), (7), and (8) would apply.

d. A new cost accounting standard could also result in instances of multiple noncompliance. For example, with the issuance of a new standard a disclosed practice previously considered to be in compliance could be rendered unacceptable in the following areas: (1) the described practice could be in noncompliance with CAS or FAR, and (2) the practices used to record costs, although in conformance with the Disclosure Statement, could be in noncompliance with CAS or FAR.

8-302.3 Compliance Considerations

In auditing the contractor's cost accounting practices to ascertain whether they are in compliance with the cost accounting standards and FAR Part 31, the auditor should follow the guidelines below:

a. In evaluating price proposals and performing estimating system surveys, the auditor is required to describe inconsistencies between the contractor's estimating and cost accumulating practices. The auditor may, therefore, be in a position, based on past audits, to ascertain whether the contractor complies with the standard requiring consistency in estimating, accumulating, and reporting costs.

b. The standard prohibiting double counting (CAS 402) did not introduce an entirely new ground rule since acquisition regulations contained similar provisions. The prohibition against double counting in the acquisition regulations, however, was narrower in scope since it basically applied to individual contracts. CAS 402 has extended the scope by adding the requirement that each type of cost incurred for the same purpose, in like circumstances, must be either direct or indirect for all final cost objectives. Prior audits of the contractor's incurred costs may provide information on

whether the cost accounting practices comply with this standard.

c. With respect to noncompliance with FAR Part 31, if a cost accounting practice has been questioned by the auditor in the past and the CFAO has not made a final determination, the practice should be questioned again. Once the CFAO makes a determination on the issue, the decisions will be followed. If the FAR is subsequently changed or a change in circumstance occurs, a practice should again be evaluated for compliance.

d. If a cost accounting practice has been questioned because of noncompliance with FAR Part 31 and the CFAO supported the auditor's position, but the ASBCA or Court of Claims ruled against the government, the auditor will not question the practice again unless there is a subsequent change in FAR or the cost accounting standards which would negate the decision. However, if the ASBCA or the Court of Claims ruled in favor of the government, the practice should be questioned at all other contractor locations where circumstances are substantially the same.

8-302.4 Discussions with the CFAO and the Contractor

a. The auditor should discuss noncompliance matters with the CFAO at the earliest possible opportunity. It is important to keep the CFAO informed of the auditor's actions and to identify areas where the auditor may need to provide further information regarding his or her recommendations.

b. As an integral part of the audit, discuss the findings with the contractor. (See 4-300.)

8-302.5 Coordination for Consistent Treatment

a. Because of the consolidated contract audit function and the relationship of CASB rules, regulations, and standards to the DCAA mission, DCAA is in an advantageous position to ascertain whether the promulgated standards, rules, and regulations are applied consistently. To fulfill this responsibility, DCAA must effectively

coordinate all phases of audits involving CAS.

b. Consistency in implementing CASB rules, regulations, and standards should be one of the auditor's primary concerns. Contractors are justifiably sensitive to unwarranted variations in the audit treatment of similar situations. To assure the provisions of 41 U.S.C. 422 are applied consistently, audit findings that are significant in amount or nature should ordinarily be coordinated with the region before the reports are issued.

c. When coordination involves other DCAA regional offices, the cognizant auditor should refer to his or her region those matters that cannot be resolved by the FAOs involved. The region may forward the matter to Headquarters, Attention PAC if agreement is not achievable at the regional level. (See 4-900.)

d. Information on other significant problems or controversial situations will also be provided to Headquarters, Attention PAC. (See 4-900.) This information will assist in developing guidance to improve auditing and reporting techniques or in referring matters to the Office of the Secretary of Defense (OSD) when DoD-wide guidance is needed to achieve uniform and consistent implementation of CAS.

8-302.6 CAS Coordination in CAC/CHOA/GAC Complexes

a. The DCAA CAC program, for major multisegment contractors and other specific groups of contractors, is described in 15-200. For multisegment contractors outside a CAC complex, a CHOA or GAC will be designated in accordance with 8-104.3. The CAC, CHOA, and GAC complexes play a significant part in promoting consistent treatment of CAS compliance issues among related or similar contractor segments.

b. Each CAC/CHOA/GAC will:

(1) Obtain from the cognizant FAOs the necessary data to compile a listing of all known noncompliance issues at each of the segments that comprise the complex. The listing, along with information on resolution of the issues, should be distributed to all FAOs that have cognizance of any segment within the complex.

(2) Review and update the listing for new instances of noncompliance and include information regarding noncompliance issues resolved. Circulate this data to the cognizant FAOs to keep them informed about current developments.

(3) Before issuing a noncompliance report, discuss the recommendations with the FAO. This should be done to assure consistent treatment of similar conditions at the various segments of the complex.

(4) Recommend workshops if needed to evaluate mutual CAS problems, in accordance with 15-200.

c. FAOs in the complex will:

(1) Inform the CAC/CHOA/GAC of known problem areas.

(2) Inform the CAC/CHOA/GAC immediately when new problem areas are encountered.

(3) Evaluate problem areas of other organizational units to determine if similar problems exist or could exist at your location.

(4) Plan audits so findings can be coordinated before reports are issued.

8-302.7 Reporting Noncompliance

a. In assigning responsibilities to the CFAO and the contract auditor (FAR 42.302(a)(11), DFARS 242.302(a)(11), FAR 30.601, and FAR 30.202-6), the regulations require the auditor to conduct audits of Disclosure Statements for adequacy and compliance, and report practices that do not comply with CASB rules, regulations, and standards. The CFAO is to determine whether the reported practices actually do not comply with the CASB promulgations or FAR Part 31. Noncompliance reports should include only CAS violations that the auditor considers significant. The auditor should report:

(1) Violations of major requirements of CAS regardless of their effect on contract costs.

(2) Noncompliances having a significant cost effect on CAS-covered contracts.

(3) Noncompliances that currently have no significant effect on contract costs but could eventually result in a significant adjustment because of changed circumstances. However, a noncompliance report

will not be issued when the auditor determines the noncompliance will never result in a significant adjustment.

(4) Noncompliances that are an inherent part of the contractors' cost accounting system and that are of such a nature that the cost effect on CAS-covered contracts would be difficult or impossible to determine. (In ASBCA Case No. 20998, the Board upheld the government's right to determine a contractor to be in noncompliance, even though the government was unable to determine that increased costs resulted from the noncompliance. This ASBCA decision should be referenced in all audit reports recommending noncompliance where the cost impact cannot be determined.)

b. The following are examples of practices that deviate from CAS. Even if such practices have not resulted in increased cost, or no increased cost can be determined, the conditions described are reportable as noncompliances.

(1) A contractor allocates home office expenses to divisions as fixed management charges. The charges are less than the amounts which would have been allocated had the contractor followed CAS 403. The auditor should recommend that the CFAO advise the contractor that costs will be disapproved when the method used by the contractor results in an amount exceeding that which would have been allocated under the standard.

(2) Another contractor estimates labor cost by category, i.e., fabrication assembly, inspection, etc. The actual costs are accumulated in one undifferentiated account. Under these circumstances, the auditor would not be able to determine if there is any cost effect since there are no records to compare. The auditor should report the noncompliance and recommend that the contractor be required to follow consistent practices in estimating and accumulating labor costs.

c. The following guidance should be followed in reporting instances of noncompliance with CAS.

(1) The auditor may discover instances of noncompliance while performing any of his or her other audit functions, i.e., price evaluations, audit of incurred costs, Disclosure Statement adequacy and CAS

compliance audits, and system audits.

Regardless of the circumstances under which noncompliance items are found, the auditor will include noncompliance issues in a separate report (activity code 19200). To avoid unnecessary and duplicative reporting, the CAS noncompliance will be fully described in the noncompliance report and other reports may merely cross-reference that report.

(2) Generally, when the audit discloses noncompliances with more than one cost accounting standard, a separate noncompliance audit report should be issued for each standard. However, noncompliances with two or more standards should be issued in the same report when the noncompliances are related or inseparable. Noncompliances are related or inseparable if the resolution of one resolves the other. Usually, auditors should not issue multiple audit reports for noncompliances with a single CAS.

(3) Reports will be issued as the auditor discovers instances of noncompliance during normal audit functions. A report is not required when the contractor's Disclosure Statement is found to comply with the CAS and FAR Part 31. Neither is there a requirement for contract audit closing statements and audit reports on final pricing to include a "clearance" statement with respect to compliance with 41 U.S.C. 422.

d. The auditor is responsible for conducting audits as necessary to ascertain that contractors are complying with CAS. Therefore, a general request by a CFAO for reports and/or comments on contractor compliance is not needed. If such a request is received, inform the CFAO that although DCAA does perform compliance audits of specific Cost Accounting Standards, we do not issue reports on contractor overall compliance. (However, see 8-304.2 and 8-304.3 regarding scheduled annual compliance audits.) Offer to audit and report on any specific area that the CFAO may suspect is noncompliant. If a CAS compliance audit is already planned in the area of concern specified by the CFAO, the audit should be rescheduled to coincide with the CFAO request. When an audit relating to a particular identified practice is requested, the auditor and the CFAO will establish a mutually acceptable date for submitting the audit results. The auditor

will then include the required audit steps to cover the questioned practice in the next scheduled audit or, if necessary, will schedule a special audit. The CFAO's request to audit a specific practice should be given prompt consideration but should not receive higher priority than proposal evaluations. Acknowledge the audit request or notify the CFAO of the planned audit in accordance with 4-103. After the audit, issue either a report on noncompliance or a brief report to inform the CFAO that the audit disclosed no noncompliance in the specific area cited by the CFAO.

e. Reports on noncompliance will be prepared and distributed per 10-808.

f. FAR 30.202-7(b) establishes a policy that noncompliance with FAR shall be processed separately. Noncompliance with CAS comes under FAR 52.230-2(a)(5), whereas noncompliance with FAR must be treated as a government-proposed accounting practice revision under FAR 52.230-2(a)(4)(iii) (see 8-502.7). Consequently, the separate audit reports citing noncompliance with FAR should recommend that the CFAO process the accounting practice revision as a government-proposed accounting practice revision pursuant to FAR 52.230-2(a)(4)(iii).

g. Outstanding noncompliance issues (issues included in a previous noncompliance report) may affect evaluations and reports related to other audits. Price proposal evaluations and other audit reports should not reference any situation as noncompliant unless a separate noncompliance report has been issued, except as noted in 8-414.3c. If a noncompliance report has been issued, the evaluation of a price proposal must comment on and should question the impact of the noncompliance item on the proposal being evaluated.

8-303 Audit of Disclosure Statement and/or Established Practices to Ascertain Compliance with CAS and FAR

8-303.1 Requirements

a. FAR 52.230-2 (full CAS coverage) require the contractor to adequately disclose its cost accounting practices for all covered contracts. FAR 52.230-3 (modified CAS

coverage) also requires a contractor to adequately disclose its cost accounting practices under certain circumstances (see 8-103.8.c). An audit of the initial Disclosure Statement will be made to ascertain compliance with Public Law 100-679 (41 U.S.C. 422). While this audit may be performed concurrently with the adequacy audit, separate audit reports should be issued for the adequacy and compliance of the initial Disclosure Statement. However, the report on the Disclosure Statement adequacy should not be deferred until the audit for compliance is completed.

b. A noncompliance disclosed during an evaluation of a price proposal should be included in a separate report and submitted to the CFAO with the evaluation report.

c. Audit files may contain sufficient information to determine whether the Disclosure Statement complies with 41 U.S.C. 422, related regulatory provisions, and FAR. The auditor should identify all significant areas where the contractor's disclosed practices are not in compliance. Audit working papers should sufficiently document the auditor's opinion regarding whether the contractor's disclosed practices comply with CAS and FAR.

d. FAR 30.202-7(b) provides that the contractor's cost accounting practices should comply with FAR Part 31 as well as CAS. However, the auditor should report as noncompliances only those FAR violations that involve the direct and indirect allocation or classification of costs. Essentially, this limitation excludes reporting as noncompliance those FAR violations based solely on reasonableness or allowability.

8-303.2 Initial Audits of Compliance

a. Initial compliance audits, as a rule, should be scheduled for completion within 60 days after the CFAO has made a determination of adequacy. Notify the CFAO of the audit in accordance with 4-103. To avoid unnecessary effort at contractors having limited government business, the auditor should find out whether a covered contract has been awarded before engaging in extensive audit effort to ascertain compliance.

b. The scope of compliance audits of initial Disclosure Statements should be limited to determining whether the described practices comply with CAS and FAR Part 31. The auditor should not conduct transaction testing to determine if the contractor's actual practices comply with the described practices. Testing of actual compliance will be tested later in accordance with the routine audit planning cycle. However, the auditor may be aware through other audit work that an actual practice is noncompliant with the disclosed practice. In this case, the auditor will report the noncompliance in accordance with 10-808.

c. Upon completion of the compliance audit of the initial Disclosure Statement, the auditor should issue an audit report in accordance with 10-805.

8-303.3 Changes to Disclosure Statements and/or Established Practices

a. In accordance with FAR 52.230-6, the contractor must submit proposed accounting changes to the CFAO together with an estimate of the general dollar magnitude of the cost impact. The time frames for submission of the proposed changes are referenced in FAR 52.230-6(a). CFR 9903.302 provides definitions of "cost accounting practice", "change to a cost accounting practice" and contains illustrations of changes. CAS Working Group Guidance 81-25 concluded that a change from a percentage of completion to a completed contract method of computing state taxes was an accounting change. A change from a completed contract to a percentage of completion or a percentage of completion - capitalized cost method as required by the Tax Reform Act of 1986 is also to be considered an accounting change.

b. An important CAS audit responsibility is to ascertain whether accounting changes made by a contractor require a revision to the Disclosure Statement. Therefore, auditors should request contractors to establish procedures to promptly notify the government of all proposed accounting changes. The auditor will evaluate the acceptability of the contractor's proposed accounting

changes. When a Disclosure Statement revision is required but is not made, a noncompliance report should be issued (e.g., practices used to record costs are not in compliance with Disclosure Statement). A condition of noncompliance could also result from the contractor's failure to follow the administrative procedures prescribed by FAR 52.230-6 in making an accounting change. When the CFAO determines that the description of the change is adequate and compliant and that the cost impact is material, the CFAO will request submission of a cost impact proposal in accordance with FAR 30.602.

c. A condition of noncompliance exists if, for example, a contractor estimates a contract using a cost accounting practice consistent with its Disclosure Statement and, at some point during the performance, changes the methods for computing and accumulating a labor class, whether or not it was listed as a principal class of labor in the Disclosure Statement. Costs are being accumulated in a manner inconsistent with estimating practices and not in accordance with the Disclosure Statement. The report to the CFAO should recommend that (1) determination of noncompliance (CAS 401) be made, (2) a general dollar magnitude submission be requested from the contractor to evaluate the effect of the changed practice, and (3) a revised Disclosure Statement be requested from the contractor describing all principal classes of labor.

d. Preamble J of the CASB's rules, regulations, and standards (see Appendix B to FAR, loose-leaf edition) contains a discussion by the CASB on organizational changes. The preamble states in part that "... business changes by themselves are not changes in cost accounting practices." However, it also states that "The decision as to whether there is a change in cost accounting practice is made through an analysis of the circumstances of each individual situation being promulgated in these regulations." Organizational changes which result in a change in the measurement of costs, the assignment of costs to cost accounting periods, or the allocation of costs to cost objectives

should be considered to be changes in cost accounting practice requiring an adjustment to CAS covered contracts for any increased costs. As a result of U.S. Court of Appeals for the Federal Circuit No. 93-1164, a corporate reorganization that involves a change in the grouping of segments for home office expense allocation purposes should not be considered a change in accounting practice unless the method or technique used to allocate the costs changes. For all other circumstances, auditors need to evaluate the specifics of each situation on a case-by-case basis to determine whether a change in accounting practice has resulted from a change in the measurement, allocation, and assignment of costs.

e. When a Disclosure Statement change is submitted, the auditor should ascertain its adequacy and compliance before the effective date. The time frame for completing these audits should be coordinated with the CFAO (see 4-103). The auditor will issue a single report including his or her opinions on both adequacy and compliance. (See 8-208e.)

8-304 Audit of Estimated, Accumulated, and Reported Costs to Ascertain Compliance with CAS and FAR

8-304.1 Requirements

Under the provisions of FAR 30.202-7(b), the cognizant contract auditor is responsible for conducting audits to ascertain whether a contractor's cost accounting practices comply with CAS and FAR. This audit for compliance is required for all contractors that have contracts containing the CAS clause without regard to whether a Disclosure Statement has been submitted.

8-304.2 Compliance Considerations

a. The annual audit plan shall be used to ensure that compliance audits are scheduled during the performance period of covered contracts to determine if the contractor's actual practices comply with its disclosed accounting practices, applicable cost accounting standards, and FAR Part 31 (see 8-305). FAO management information system summaries will provide a list

of the audits performed which support the opinions on CAS compliances included in audit reports. The summaries are to be used as an audit management tool for assuring that adequate CAS compliance testing is being performed.

(1) The initial Disclosure Statement adequacy and compliance audit for a new standard should be scheduled as soon as possible after the effective date of the new standard. The timeliness of the audit is especially important for those practices which may involve significant costs. If the audit is performed soon after a new standard's effective date, the auditor will have a basis for determining whether the accounting practices reflected in pricing proposals comply with the new standard.

(2) During the first contractor fiscal year that a new standard is applicable, planned audits, such as forward pricing and estimating system audits, should include the compliance of actual practices. If a compliance audit cannot be accomplished concurrently with the planned audits, then a separate compliance audit should be scheduled and performed to determine if actual practices comply with the new standard.

b. The inclusion of the CAS clause obligates the government to determine compliance even though the contractor may not have been required to file a Disclosure Statement. The objective and scope of audits made during contract performance to determine compliance with applicable cost accounting standards should be the same regardless of whether the contractor has submitted a disclosure statement. This approach would also apply to the audit of contractors' cost accounting practices to determine consistency with FAR Part 31 and related supplements.

c. The decision to report a condition as noncompliant should be based on whether the violation is intrinsically related to the contractor's methods used to assign costs to cost objectives. The CASB rules, regulations, and standards are essentially concerned with practices used by contractors to estimate, accumulate, and report costs on government contracts. Reasonableness and allowability are criteria administratively established by acquisition regulations and

contractual terms and do not necessarily involve cost accounting practices. Audit recommendations that are based on considerations of cost allocability (that is, the assignment of cost to the cost objective that caused or received the benefit from the expenditure) should be included in noncompliance reports. Audit recommendations based on reasonableness and allow ability should not be included in noncompliance reports.

8-304.3 Reporting of Compliance Audit Results

a. An audit report should be issued whether the audit disclosed instances of noncompliance or not. The audit report should inform the CFAO of the specific area being audited even if the audit disclosed no instances of noncompliance. If noncompliance is disclosed, the audit report should explain in detail the issues involved.

b. The auditor may detect noncompliance at any stage of a procurement action. Noncompliance should be reported whenever detected. Special care is necessary to ensure that proposal evaluation reports that reveal instances of noncompliance are accompanied by a noncompliance report.

8-305 CAS Compliance Testing

8-305.1 General Requirements for Compliance Testing

CAS deals fundamentally and exclusively with the identification, measurement, and allocation of costs. Because these considerations are inherent to contract auditing, evaluations of CAS compliance must be fully integrated into all areas of audit activity. Materiality and audit risk assessment, and historical CAS problems experienced are an integral part of the planning process and should be considered in developing the extent and frequency of CAS compliance tests.

8-305.2 CAS Compliance Testing

The following procedures should be used in establishing CAS compliance testing requirements:

a. Identify those provisions of a standard which are significant to the particular contractor. The materiality criteria published in 48 CFR 9903.305 must be considered carefully. Since the CASB stated that a purpose of CAS is to facilitate the audit and administration of government contracts, the significance of accounting and administrative requirements to those functions should also be considered. If noncompliance with a CAS provision would have no significant impact on either government contract costs or the administrative and audit effort, there is no need to test whether the contractor is complying with the provisions. If a provision is considered immaterial, then document this on the requirements plan working papers. The materiality decision should be reconsidered whenever relevant circumstances change. This step will be done for each CAS-covered contractor. The documentation need not be extensive when audit activity and costs are not significant. An entire standard may be determined immaterial on the basis of overall consideration of related costs.

b. Plan testing for compliance with CAS 401, 402, 405 and 406 during the performance of audit assignments such as proposal evaluations and incurred cost audits. These audit steps are considered to be an integral part of routine audits (e.g., price proposals and incurred costs) of a CAS-covered contractor. Therefore, compliance testing should be performed where appropriate during routine audits. It is important that auditors properly document audit files for the audit steps performed for compliance with CAS 401, 402, 405 and 406 to support the opinion on CAS compliance included in audit reports.

c. Establish separate assignments for compliance audits for all other standards. During annual audit planning (see Chapter 3 and The Planning Manual), identify those standards for which tests of CAS compliance are necessary. As a minimum, CAS compliance audits on all applicable and significant standards should be done every three years. If the three-year cycle is not maintained, explanations should be included in the requirements plan working papers.

8-400 Section 4 --- Cost Accounting Standards**8-400 Introduction**

This section contains guidance on implementing specific cost accounting standards (CAS). Additional illustrations are included in an attempt to provide auditors with a common understanding of the standards. This section will be amended to include specific audit guidance for the standards promulgated in the future. The cost accounting standards (48 CFR Chapter 99) are included in the FAR as Appendix, Cost Accounting Preambles and Regulations, and are available on the Acquisition Knowledge Sharing System (AKSS) web site.

8-401 Cost Accounting Standard 401 --- Consistency in Estimating, Accumulating and Reporting Costs

a. The purposes of this standard are (1) to achieve consistency in the cost accounting practices used by a contractor in estimating costs for its proposals with those practices used in accumulating and reporting costs during contract performance, and (2) to provide a basis for comparing such costs. The standard was effective and applicable to all CAS-covered contracts awarded after July 1, 1972.

b. Cost accounting practices should be applied consistently so that comparable transactions are treated alike. The consistent application of cost accounting practices will facilitate the preparation of reliable cost estimates used in pricing a proposal and the comparison of those cost estimates with the actual costs of contract performance. Such comparisons of estimated and incurred costs provide (1) an important basis for financial control over costs during contract performance, (2) means for establishing accountability for costs in the manner agreed to by both parties at the time of contracting, and (3) an improved basis for evaluating estimating capabilities.

8-401.1 Consistency between Estimating and Accumulating Costs

a. The consistency requirement between estimating and accumulating costs is a two-

part requirement. First, the contractor's practices used to estimate costs in pricing proposals must be consistent with practices used in accumulating actual costs. Second, the contractor's practices used in accumulating costs must be consistent with practices used to estimate costs in pricing the related proposal. Thus, noncompliance with the standard can exist because a contractor has failed to estimate its cost in accordance with its established or disclosed accounting practices; noncompliance can also occur when a contractor estimates in accordance with its disclosed or established practices but accumulates on a different basis without obtaining the prior agreement of the government.

b. One of the primary problems involved in the implementation of this standard relates to the consistency in the level of detail provided in estimating contract costs and accumulating contract costs. Greater detail in the accumulating and reporting of contract costs than in the pricing of proposals is permitted by CAS 401.40(c) which states that, "The grouping of homogeneous costs in estimates prepared for proposal purposes shall not per se be deemed an inconsistent application of cost accounting practices. . . ." Although the grouping of homogeneous costs for estimating purposes is permitted, the auditor should be aware that CAS 401.50(a) requires that ". . . costs estimated for proposal purposes shall be presented in such a manner and in such detail that any significant cost can be compared with the actual cost accumulated and reported therefor." In other words, the grouping of costs for proposal purposes does not result in noncompliance as long as the costs are homogeneous and if comparisons between actual costs and proposed costs are possible. The following are examples of permissible grouping of costs as presented in CAS 401.60(a)1 and 3.

". . . 1. Contractor estimates an average direct labor rate for manufacturing direct labor by labor category or function. Contractor records manufacturing direct labor based on actual cost for each individual and collects such costs by labor category or function."

". . . 3. Contractor uses an estimated rate for manufacturing overhead to be applied to an estimated direct labor base. It identifies the items included in its estimate of manufacturing overhead and provides supporting data for the estimated direct labor base. The contractor accounts for manufacturing overhead by individual items of cost which are accumulated in a cost pool allocated to final cost objectives on a direct labor base."

c. Noncompliance can occur when there is greater detail in the estimating of contract costs than in the accumulating and reporting of costs as indicated by the following example in CAS 401.60(b):

". . . 5. Contractor estimates engineering labor by cost function, i.e., drafting, production engineering, etc. Contractor accumulates total engineering labor in one undifferentiated account."

(1) In the above circumstances, should the potential noncompliance with CAS 401 be rectified by providing less detail in estimating or more detail in accumulating costs? If the contractor revises its price proposal and shows the estimate for engineering labor as one amount, it achieves consistency with its method of accumulating these costs and technically corrects the noncompliance. However, an agreement to eliminate all details in the estimate would deprive the government of information needed to effectively evaluate the pricing proposal. This extreme approach should be rejected and cited as an estimating system deficiency.

(2) FAR 15.403, DFARS 215.403, and Contract Pricing Resource Guides contain guidance as to the level of detail required for cost or pricing data submitted in connection with negotiated noncompetitive contracts. FAR 15.408, Table 15-2, constitutes an appropriate baseline for establishing the detail to be furnished. If the contractor's estimates are in accordance with this baseline, and are in greater detail than costs in the records, the auditor should normally recommend that costs be accumulated in a manner consistent with the estimate. A reduction in the estimating details would be acceptable only if the contractor's submission satisfies the FAR/DFARS provisions cited above and the requirements of acquisition officials.

(3) In determining the appropriate level of detail for consistent use in estimating and accumulating costs, the auditor should bear in mind that in many instances procuring contracting officers (PCOs) may request contractors to furnish estimates in a special manner. Such a request may require more information than needed for cost accumulation purposes or cause information to be arranged in a way that is not consistent with the manner in which the contractor intends to accumulate the actual costs.

(4) If the auditor finds estimates of significant items of costs in a pricing proposal which will not be comparable with the actual cost accumulated, he or she should discuss the inconsistency with the contractor. The auditor should point out the areas of potential noncompliance and advise the contractor of the audit recommendations she or he proposes to make to the cognizant Federal agency official (CFAO). If the contractor contends that it presented the information in the price proposal for negotiation purposes only and did not intend to accumulate costs in such a manner, the auditor should inform the contractor that she or he will recommend the contracting officer request a cost estimate that summarizes the cost data in a manner compatible with the cost accumulation plan. The auditor should evaluate the cost summaries to determine if sufficient data are presented to meet the requirement of the Request for Proposal. The auditor's opinion on whether the summaries contain an acceptable level of detail for accumulation purposes should be included in the report to the CFAO.

d. The promulgation of CAS 401 raised a question among auditors as to whether applying a percentage factor to proposed material costs to cover expected losses would comply with the standard if the contractor maintained no separate historical loss records. The CASB issued Interpretation No. 1 to CAS 401 in 1976 to deal with that particular issue. The interpretation provides that contractors who estimate material losses by applying a percentage factor to a base, such as total material requirements, must support the factor with historical experience. The interpretation does not prescribe the type or level of detail necessary to comply with the standard. Government contracting authori-

ties should decide the amount of statistical or accounting data required based on the individual circumstances. It should be emphasized that the contractor should be cited for noncompliance whenever factors are applied to totals or subtotals of material requirements, and during contract performance the contractor does not maintain a separate record of the costs represented by the proposed factor. Adding a uniform percentage to each line item in the bill of material is the same as adding a single percentage to the total basic material cost. In the two examples above, the contractor would have to maintain a separate accounting record for the additional material purchased during contract performance to be in compliance with the CAS 401. However, when the contractor adjusts the quantities of individual line items in the bill of material, either by applying a factor or by adding a specific quantity of additional units, the contractor is deemed to have complied with the standard. This is because the estimate is a representation of the total cost of individual parts. In most situations, the cost and quantity of individual parts used can be determined from the accounting records. Nothing in the Interpretation No. 1 to CAS 401 should be construed to alter or modify the requirements that the contractor submit adequate cost or pricing data. Refer to 9-200 for evaluating the adequacy of cost or pricing data in proposals.

8-401.2 Consistency in Reporting Costs

a. As used in the standard, "Reporting of Costs" refers to (1) data presented in reports required by the contract such as budget and management reports for cost control purposes and (2) the data contained on public vouchers or any other request for payment.

b. The primary interest is to ascertain whether the accounting practices used to determine the costs presented in these reports are consistent with the accounting practices used to estimate and accumulate the costs. It would not be expected that a public voucher will contain the same level of detail as a pricing proposal or that the details in a budget or management report will be limited to that in the proposal. The auditor will ascertain whether the accounting practices for selecting indirect cost pools and methods of distributing the indirect costs

used to determine the amounts on those reports are consistent with those used for estimating and accumulating. In addition, the standard does not prohibit the use of reporting systems with unique requirements such as the applied cost concept used for EVMS purposes and certain estimating techniques used to project contract estimates at completion under EVMS contracts. Further, the standard does not prevent the use of forecasted indirect cost rates for billing as long as the pools and allocation bases used to develop those rates are consistent with those used for estimating and accumulating costs.

c. If noncompliances are found, the auditor must ascertain their significance and make the appropriate recommendation as outlined in 8-302.7.

8-401.3 Illustrations

The following illustrations are intended to supplement those in paragraph 401.60 of the standard. They are to be used as a guide in determining the contractor's compliance with the standard.

a. **Problem.** A contractor's proposal shows the cost of engineering labor by class, i.e., Engineer I, Engineer II, etc. However, it is the contractor's practice to accumulate engineering labor by type, i.e., Electrical Engineer, Design Engineer, etc. Such practices would violate CAS 401.

Solution. If the contractor submits a summary of the proposal by type of engineer which (1) reconciles with the proposed cost by class of engineer, (2) meets the requirements of the solicitation (for example, the format provided in FAR 15.408, Table 15-2,) and (3) further explains that this is the manner in which cost will be accumulated, then consistency with CAS 401 will have been achieved. The auditor should be careful to determine whether the PCO intended to buy a specific number of hours by class of engineers. In such a case, the contracting officer should require the contractor to estimate and accumulate by the same classes of engineers. By this requirement, consistency with the cost accumulation records will be achieved without diminishing the level of detail in the estimate. In this regard, it should be remembered that any special

breakdown required by the contracting officer is a matter for discussion between the contracting parties and is not dealt with by CAS 401.

b. **Problem.** A contractor estimates cost by line item, i.e., data, first article test, and hardware, and then submits a single proposal for all three items. The contractor does not intend to accumulate the cost of each item separately but rather, in accordance with its established accounting practice, accumulate labor, material, and indirect costs for the contract as a whole. In this instance, the contractor's accumulation records are in lesser detail than its estimating constituting a noncompliance with CAS 401.

Solution. (1) An acceptable approach to correcting the apparent inconsistency between the estimating and accumulating practices is to require the contractor to develop an estimate in accordance with the requirements of the solicitation, for example, FAR 15.408, Table 15-2. Where the contractor elects to estimate and accumulate the combined costs of the three line items by cost elements (direct labor, material, indirect costs, etc.), such a practice does not necessarily constitute a violation of CAS 401. This is true because the level of detail required by FAR 15.408, Table 15-2, has been authoritatively established as an acceptable baseline for compliance with the standard. However, when the contractor chooses this alternative, the contracting officer should be promptly advised in the event that a level of detail of costs incurred that go beyond the essential requirements of CAS 401 is needed for proper contract administration.

(2) On the other hand, if the contractor is required to submit a separate proposal for individual contract line items and the cost of each item is material in amount and inherently distinct from other items for which costs are separately accumulated, the contractor probably should be required to accumulate cost by line items. In effect, where required by the contracting officer, the cost of each line item should be estimated and accumulated as if each were a separate contract. Examples of contracts whose costs should be estimated and accumulated in such a way are those which provide for (1) design, prototype develop-

ment, and production or (2) distinct and disparate end items of production.

c. **Problem.** A contractor prepares separate estimates for the cost of raw material, subcontracts, purchased parts, and interdivisional transfers. The costs of these items are not separately identified in the accounting records.

Solution. The practice is in noncompliance with the standard and the contractor should be required to accumulate costs consistent with its estimates. However, the standard permits supplemental records if they are reconcilable to the formal accounting records.

d. **Problem.** During the audit of a price proposal, an auditor finds that a contractor uses a material additive factor to cover the cost of small common-usage items. In preparing the price proposal, the cost of this factor is estimated as an historical percentage of direct material requirements. In accumulating costs, these items are computed as a percentage of direct productive labor hours.

Solution. The condition described above contravenes the provisions of CAS 401. The auditor should recommend a determination of noncompliance and that the contractor change its actual practices to conform with the practices disclosed or established. For example, if the contractor's disclosed or established practice is to accumulate the cost of small common-usage items as a percentage of direct productive labor hours, then the estimating practice should be changed to be compatible with the method of accumulating such costs. In the price evaluation report, the excess cost estimated as a direct result of using a practice that is inconsistent with the contractor's disclosed or established practices will be quantified and questioned. The validity of alternative methods of estimating and costing will be determined in accordance with guidelines included in 6-300 and 9-400.

8-402 Cost Accounting Standard 402 --- Consistency in Allocating Costs Incurred for the Same Purpose

a. The purpose of this standard is to ensure that each type of cost is allocated only once and on only one basis to any

contract or other cost objective. The fundamental requirement is that all costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to final cost objectives. The standard was effective and applicable to all CAS-covered contracts awarded after July 1, 1972.

b. The key words in applying this standard are "costs incurred for the same purpose in like circumstances." The illustrations in CAS 402.60 show the need for a thorough examination of the facts before concluding whether or not an accounting practice is resulting in noncompliance with the standard. For example, CAS 402.60(b)(2) demonstrates how a cost, although incurred for the same general purpose, (i.e., fire fighting) should be viewed in terms of its more specific purposes (i.e., protection of the entire plant versus protection of a special area) which permits the costs to be allocated to final cost objectives in a different manner. It is essential to examine all of the facts and to avoid making determinations on the basis of general information or nomenclature.

c. CAS 400.1(a) defines a proposal as: "any offer or other submission used as a basis for pricing a contract, contract modification or determination settlement or for securing payments thereunder." Interpretation No. 1 to CAS 402 was promulgated in 1976 to clarify the circumstances under which a contractor could charge proposal costs both direct and indirect without violating the standard. The interpretation concludes that not all proposal costs are incurred in like circumstances. Proposal costs incurred pursuant to the specific requirement of an existing contract, such as proposal cost incurred in connection with the definitization of letter contracts and with orders issued under basic ordering agreements, are considered to have been incurred in a different circumstance than other proposal costs and may be charged direct to the specific contract. Costs of preparing proposals will be treated as indirect costs except where such effort is specifically required by contract provision.

d. If noncompliances are found, the auditor must ascertain their significance

and make the appropriate recommendations as outlined in 8-302.7.

8-402.1 Illustrations

The following illustrations are intended to supplement those in section 402.60. They are to be used as a guide in determining whether the contractor complies with the standard.

a. **Problem.** A contractor has a government contract which requires extra effort for planning and cost management. It hired extra people to accomplish this effort and accounted for all their labor cost as a direct charge to the contract. The contractor has other people performing the same functions for more than one contract and their labor is charged to indirect costs.

Solution. Since the work being performed is the same and the only difference is in the amount of effort required to accomplish the function, this practice would not comply with the standard. The contractor could correct the situation by (1) charging all of these costs to indirect costs and developing an equitable distribution base or (2) direct charging all of these costs.

b. **Problem.** A contractor charges engineering consultant costs incurred on IR&D projects to engineering overhead; the same costs incurred for research and development contracts are charged direct to the contracts.

Solution. This practice does not comply with the standard because the same type of costs incurred in similar circumstances are charged to cost objectives on different bases. Also, the practice does not comply with FAR 31.205-18, and CAS 420 which requires that direct and indirect costs for IR&D projects be determined on the same basis as if the IR&D projects were under contract. Since the benefiting projects can be specifically identified, the consultant costs should be charged directly to those projects.

c. **Problem.** A contractor has hundreds of cranes located throughout a shipyard. Their maintenance, taxes, and depreciation costs are recorded in a general account and then allocated to departmental overhead pools for distribution to contracts. The Dry Dock has the cost of eight cranes charged directly to its departmental overhead pool

because their use is unique to the Dry Dock operations.

Solution. Since the Dry Dock cranes are used for a special purpose and the Yard cranes for general purposes, this practice would not result in double counting. However, if any of the Yard cranes are also used for a special purpose, such as new ship construction, the practice would result in double counting and noncompliance with the standard. Under those conditions all of the special purpose cranes should be eliminated from the general account and charged directly to the using department to correct the problem.

8-403 Cost Accounting Standard 403 --- Allocation of Home Office Expenses to Segments

a. The purpose of this standard is to establish criteria for allocation of home office expenses to the segments of the organization on the basis of a beneficial or causal relationship. The appropriate implementation of this standard will limit the amount of home office expenses classified as residual to the expenses of managing the organization as a whole.

b. The standard was effective July 1, 1973 and, after receipt of a CAS-covered contract, is to be followed by each contractor as of the beginning of its next fiscal year. The standard exempts contractors who are subject to the provisions of Office of Management and Budget Circular Nos. A-21 and A-87 (Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Educational Institutions and Principles for Determining Costs Applicable to Training and Other Educational Services under Grants and Contracts with State and Local Governments).

8-403.1 General

a. With the adoption of this standard, contractor and government personnel have a specific, authoritative accounting rule prescribing criteria for allocating home office and group office expenses to segments of an organization. For purposes of the standard, the term "home office" is defined in CAS 403.30(a)(2) as an "office

responsible for directing or managing two or more but not necessarily all segments of an organization." The definition expressly includes intermediate levels, such as group organizations which report to a common home office. An intermediate level may be both a segment and a home office.

b. The basic concept of the standard recognizes that some home office expenses incurred for specific segments can be assigned directly. Other expenses, not incurred for specific segments, have a clear relationship (i.e., measurable with reasonable objectivity) to two or more segments. Lastly, the standard recognizes a third type of home office expense (i.e., residual) which possesses no readily measurable relationship to segments. Consistent with this concept of home office expenses the standard requires that:

(1) Those expenses incurred for specific segments are to be allocated directly to those segments to the maximum extent practical.

(2) Those expenses not directly allocable, but possessing an objective measurable relationship to segments, should be grouped in logical and homogeneous expense pools and distributed on allocation bases reflecting the relationship of the expenses to the segments concerned.

(3) When the residual expenses are considered material because they exceed a specified percentage of total company operating revenue (as defined in CAS 403.40(c)(2)), a three-factor formula must be used to allocate these expenses. The three-factor formula consists of payroll dollars, operating revenue (net of interdivisional purchases), and average net book values of tangible capital assets and inventories (net of progress payment billings). If the residual expenses do not exceed this threshold, they may be allocated to all segments by means of any allocation base representing the total activity of such segments. Regardless of the method, there may be instances where a particular segment receives significantly more or less benefit from residual expenses than would be reflected by the allocation of such expenses pursuant to the standard. In these cases, a special allocation may be agreed to by the parties provided such special allocation is commensurate with the

benefits received (CAS 403.40(c)(3)). When a special allocation under CAS 403.40(c)(3) is used, it must be described in the contractor's Disclosure Statement. Otherwise, the contractor would be in noncompliance for failure to follow its disclosed practices.

c. A requirement of the standard is that home office expenses shall be allocated on the basis of the beneficial or causal relationship between supporting and receiving segments. In establishing this requirement, the CASB stated that materiality is an important consideration in determining whether an expense should be allocated directly or accumulated in a homogeneous expense pool and allocated on a basis reflecting the causal or beneficial relationship of the pooled expenses to the receiving segments. In addition, CAS 403.40(b) provides criteria for allocating six groupings of home office expenses. Residual expenses are defined in CAS 403.40(c) as all home office expenses which are not otherwise allocable pursuant to the standard.

d. The standard provides for an annual test to ascertain whether the residual expenses must be allocated on the basis of the prescribed three-factor formula or if the contractor may use any appropriate base. For the first year the contractor is subject to this standard the determination "shall be based on the pro forma application of this standard to the home office expenses and aggregate operating revenue for the contractor's previous fiscal year" (CAS 403.40(c)(2)). The contractor is responsible for determining whether or not the company should propose the use of any base representative of the total activity of the segments or if the three-factor formula must be used. The pro forma submission must comply with the standard.

8-403.2 Guidance

a. Contractors becoming subject to this standard must:

(1) Revise their home office expense pool structure and methods of distributing the expenses where necessary to comply with CAS 403.40.

(2) Amend Disclosure Statements to describe the new pool structures and methods of distribution.

(3) Estimate the cost of the first and all subsequent contracts subject to this standard using the new pool structures and methods of distribution. Failure to do so would result in noncompliance with CAS 401 when costs are subsequently recorded in accordance with CAS 403.

(4) Submit a proposal for the equitable adjustment of all CAS-covered contracts which were negotiated before the effective date of the standard and are affected by the change in cost accounting practices.

b. Amendments to a Disclosure Statement are subject to the same audit and reporting requirements as the original Disclosure Statement. Auditors should be especially careful in evaluating the adequacy of responses to Item 8.3.2 of the Disclosure Statement concerning the composition of the allocation base. The description should provide enough information to determine that the contractor is treating all of the elements in the base in the same manner at all divisions.

c. To ascertain that the accounting practices comply with the standard the auditor should determine that (1) expenses have been properly classified as directly allocable, indirectly allocable, or residual, (2) the "logical and relatively homogeneous pools" are "allocated on bases reflecting the relationship of the expenses to the segments concerned," and (3) residual expenses are allocated on a base "representative of the total activity" of the company or the prescribed three-factor formula.

d. Appropriate steps must be included in all audits, i.e., price proposals, forward pricing rate proposals, defective pricing, etc., to assure that adjustments were made for the changes in the accounting practices.

e. Because changes in the home office accounting practices will normally affect more than one organizational unit of the company, arrangements should be made by the CAC, CHOA, or GAC as soon as possible to coordinate the audits of the price adjustment proposal.

f. Auditors should encourage contractors becoming subject to the standard to submit their Disclosure Statement revisions and a pro forma submission of their revised home office expense structure as soon as possible. The early submission and audit of this data could permit the contractor and

auditor to resolve any significant problems before the contract award due dates and thereby preclude delays in the awards of contracts.

g. This standard requires contractors to use a base representative of the total activity of the segments for distributing residual expenses unless the criteria for special allocation or for the three-factor formula method are met. If the residual expenses exceed the levels in CAS 403.40(c)(2), the contractor must distribute them on the basis of the three-factor formula beginning with the next fiscal year. In addition, the contractor may also choose to use the three-factor formula even though not required by the standard. The first time the contractor must use the three-factor formula, it may submit a proposal for an equitable adjustment. After the contractor uses the three-factor formula for the first time any change to the base for distribution of the residual expenses is subject to not only the provisions of this standard but also the provisions of CAS 401 and FAR 52.230-2(a)(4)(ii), (a)(4)(iii), or (a)(5). The prefatory comments to CAS 420 state that the amount of IR&D and B&P costs at a home office is not to be added to the residual pool to determine whether use of the three-factor formula is required. Where the three-factor formula is not required to be used, selection of an appropriate base should consider the effect of CAS 420.50(e)(2) which, in certain circumstances, ties the allocation of IR&D and B&P costs to the home office residual expense allocation base.

h. Unbilled costs on CPFF and T&M contracts should be included only in the operating revenue section of the three-factor formula base for allocation of residual expense under CAS 403. Consistent with GAAP, unbilled costs on these contracts are not considered inventory because the government gains title to work performed under CPFF and T&M contracts at the time payment is made to the contractor. The right to bill incurred costs under the contract unquestionably represents a receivable rather than an advance or inventory. This topic is discussed further in Section A of ARB 43, Chapter 11.

i. If noncompliances are found, the auditor must ascertain their significance

and make the appropriate recommendations as outlined in 8-302.7.

8-404 Cost Accounting Standard 404 --- Capitalization of Tangible Assets

a. This standard establishes criteria for determining the acquisition costs of tangible assets which are to be capitalized. It does not cover depreciation or disposition of fixed assets, which is covered by CAS 409.

b. The initial standard was effective July 1, 1973 and, after the receipt of a CAS-covered contract, must be applied to all tangible capital assets acquired during the contractor's next fiscal year. On February 13, 1996, the CAS Board amended CAS 404.50(d)(1) relating to the measurement of assets acquired through mergers or business combinations. The CAS Board also amended CAS 404.40(b)(1) to increase the minimum acquisition cost for capitalization of tangible capital assets from \$1,500 to \$5,000. The effective date of these amendments is April 15, 1996. The amendments are applicable to contracts in the next cost accounting period beginning after receipt of a contract that incorporates the revised standard. Amendments to CAS 409, also effective April 15, 1996, are discussed in 8-409.

c. The amended CAS 404, effective April 15, 1996, applies to tangible capital assets acquired in a business combination that takes place after the applicability date (see 8-404.4 for illustrations of the amended CAS 404/409 applicability date).

8-404.1 General

a. The standard requires contractors to capitalize the acquisition cost of tangible assets in accordance with a written policy that is reasonable and consistently applied. The policy shall include the following:

(1) A minimum service life criterion which shall not exceed two years but which may be a shorter period.

(2) A minimum acquisition cost criterion which shall not exceed \$5,000 but which may be a smaller amount.

(3) Identification of asset accountability units to the maximum extent practical. The standard defines these units as "A tangible capital asset which is a component of plant

and equipment that is capitalized when acquired or whose replacement is capitalized when the unit is removed, transferred, sold, abandoned, demolished, or otherwise disposed of." These units should be identified and separately capitalized upon acquisition. Even though they may not have been separately capitalized, the units should be removed from the asset accounts at disposition.

(4) Establishment of minimum dollar amounts for the capitalization of original complements of low cost equipment and for betterments and improvements. These minimum amounts may exceed the \$5,000 limitation provided the higher limitations are reasonable in the contractor's circumstances. The primary purpose in requiring the capitalization of original complements is to assure allocation of incurred cost to applicable current and future periods. The total original complement should be treated as a tangible capital asset. Therefore, the CASB expected that a contractor will identify and control the original complement as an entity rather than account separately for each individual item which comprises the total complement.

b. The acquisition cost of tangible assets includes the purchase price adjustment to the extent practical for premiums paid or discounts received and the costs necessary to prepare the asset for use.

(1) CAS 404.50(a)(1)(i) states that the purchase price is the consideration given in exchange for an asset and is determined by cash paid or to the extent payment is not paid in cash, in an amount equivalent to what would be the cash basis. This provision requires the recognition of the gain or loss on the trade-in. No alternative adjustment of the depreciable cost of the new asset is offered.

(2) Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use. Where material in amount, such costs including initial inspection and testing, installation, and similar expenses shall be capitalized.

(3) Donated assets which meet the contractor's criteria for capitalization shall be capitalized at their fair value. This re-

quirement also includes those assets donated by the Federal government.

c. Tangible capital assets constructed or fabricated by a contractor for its own use shall be capitalized at amounts which include all indirect costs properly allocable to such assets. This requires the capitalization of G&A expenses and the cost of money when such expenses are identifiable with the constructed asset and are material in amount. Application of the full costing techniques to government contract costing requires that full consideration be given to the applicability of fixed overhead including G&A expenses and the cost of money to constructed assets. Therefore, constructed tangible capital assets which are identical with or similar to the contractor's normal product should receive an appropriate share of all indirect cost including G&A expenses and the cost of money. In addition, other constructed tangible capital assets requiring significant indirect support also should be burdened with their allocable share of these supporting indirect costs including supporting G&A expenditures, where such costs are material.

d. The provisions of the standard do not apply to special tooling and special test equipment which are properly chargeable against the contracts for which the acquisition is authorized.

e. In connection with lease agreements, contractors must determine whether they consider the acquisition to be a capital lease under FASB Statement No. 13 and subject to the standard or an operating lease under FASB Statement No. 13 and subject to the requirements of FAR 31.205-36. In either case, the CASB has stated that the reasonableness of the lease costs remains the responsibility of the acquisition agencies.

f. The standard does not extend to the specific type of records to be maintained. Therefore, contractors may continue to account for their assets on a unit basis or in logical groups in accordance with other appropriate regulations.

g. If noncompliances are found, the auditor must ascertain their significance and make the appropriate recommendations as outlined in 8-302.7.

8-404.2 Assets Acquired in a Business Combination Using the Purchase Method of Accounting.

a. Pre - April 15, 1996 Requirements. Fully CAS-covered contractors would measure the assets acquired in a business combination using the purchase method of accounting required by the original CAS 404.50(d) (i.e., step-up or step-down of asset bases), but depreciation expense would be subject to the allowability ceiling of FAR 31.205-52 (7-1705.3). The FAR 31.205-52 ceiling amount is the amount that would have been allowable had the business combination not taken place (i.e., no step-up of asset values). Accordingly, the unallowable depreciation expense (i.e., excess depreciation based on a stepped-up asset value over depreciation based on no stepped-up asset value) should be included in any allocation base which normally includes such costs, e.g., the total cost input G&A base. See 8-410.1a(2) for further guidance.

b. Requirements Effective April 15, 1996. The prior CAS 404.50(d) was deleted and replaced by an amended CAS 404.50(d)(1) and (2).

(1) CAS 404.50(d)(1):

(a) CAS 404.50(d)(1) provides that all tangible capital assets of the acquired company that during the most recent cost accounting period prior to a business combination generated either depreciation expense or cost of money charges that were allocated to Federal government contracts or subcontracts negotiated on the basis of cost, to be capitalized by the buyer at the net book value(s) of the asset(s) as reported by the seller at the time of the transaction.

(b) The requirements of CAS 404.50(d)(1) deviate from the purchase method of accounting required by GAAP, and instead, provide "no step-up, no step-down" of asset values for government contract cost accounting purposes. Consequently, the buyer will use the net book value of the tangible capital asset in the seller's accounting records as the capitalized value of the asset and for all contract costing purposes. For instance, depreciation expense will be based on the seller's net book value. Likewise, cost of money

will be calculated using the seller's net book value. Further, the asset values used in the CAS 403 three-factor formula for distributing the home office costs will be based on the seller's net book value.

(2) CAS 404.50(d)(2):

(a) The provisions of CAS 404.50(d)(2) apply to tangible capital assets acquired in a business combination that did not generate either depreciation expense or cost of money charges during the most recent cost accounting period. CAS 404.50(d)(2) provides that all tangible capital assets of the acquired company that during the most recent cost accounting period prior to a business combination did not generate either depreciation expense or cost of money charges that were allocated to federal government contracts or subcontracts negotiated on the basis of cost, are to be assigned a portion of the cost of the acquired company not to exceed their fair values at the date of acquisition. When the fair value of identifiable acquired assets less liabilities assumed exceeds the purchase price of the acquired company in an acquisition under the "purchase method," the value otherwise assignable to tangible capital assets shall be reduced by a proportionate part of the excess.

(b) The requirements of CAS 404.50(d)(2) are similar to the purchase method of accounting required by GAAP. Consequently, tangible capital asset values would be written-up or written-down depending on the circumstances of the transaction. However, tangible capital assets meeting the requirements of CAS 404.50(d)(2) must still comply with the requirements of FAR 31.205-52 (7-1705.3). Therefore, although the asset values may be measured based on the "step-up" or "step-down" rule, allowable depreciation and cost of money will be limited to the total of the amounts that would have been allowed had the combination not taken place (i.e., costs resulting from asset write-ups are unallowable). This limitation was removed by FAC 97-04, effective April 24, 1998, which revised FAR 31.205-52 and 31.205-10(a)(5) to conform to the revised CAS 404 and 409. Therefore, allowable depreciation and cost of money would be

measured in accordance with CAS 404.50(d).

8-404.3 Illustrations - Compliance with the Standard

The following illustrations are intended to supplement the illustrations in paragraph 404.60 of the Standard. They are to be used as a guide in determining if noncompliance exists.

a. **Problem.** A contractor has an established policy of capitalizing tangible assets which have a service life in excess of two years and a cost of more than \$6,500. It enters into a contract which makes it subject to this standard.

Solution. The contractor must change its policy to conform to the maximum limitations of not more than two years and \$5,000. If costs are affected on CAS-covered contracts in existence before the requirement for the contractor to follow this standard, they are subject to the equitable adjustment provision of FAR 52.230-2(a)(4)(i).

b. **Problem.** A contractor has an existing policy of capitalizing tangible assets which have a service life of more than one year and a cost of more than \$3000. It enters into a contract which makes it subject to the standard and suggests that the capitalization policy should be changed to two years and \$5,000.

Solution. The contractor's existing policy is in conformance with the provisions of the standard. Therefore, it is not required to make any changes to the policy. However, if it should choose to do so, the change must be made in accordance with the provisions of FAR 52.230-2(a)(4)(ii). Under that paragraph the change may not result at any increased cost to the government.

c. **Problem.** A contractor has a policy of capitalizing betterments and improvements when the expenditures exceed five percent of the current replacement value of buildings or 25 percent of the current replacement value of machinery and equipment. The policy does not contain any dollar limitations.

Solution. CAS 404.40(b)(4) of the standard provides that "The contractor's policy may designate higher minimum

dollar limitations . . . for betterments and improvements than the limitation established in accordance with paragraph (b)(1) of this section, provided such higher limitations are reasonable in the contractor's circumstances." Since the contractor's policy does not contain specific dollar limits, it does not comply with the standard. To correct the situation, the contractor could add specific not-to-exceed dollar limitations. Betterments and improvements whose values are in excess of the established limitations would be capitalized without regard to the percentage relationship. However, the dollar limitations established by the contractor must be reasonable in its circumstances.

d. **Problem.** An asset having a net book value of \$1.5 million and cash of \$1 million is given in exchange for the acquisition of a new asset commonly sold for \$2 million. The contractor's policy is to capitalize the replacement as the sum of the cash paid and the net book value of the old asset.

Solution. The contractor's policy does not comply with the standard. CAS 404.50(a)(1)(i) requires the contractor to determine the amount equivalent to the cash price. The acquisition cost in this instance would be \$2 million. The contractor is required to remove the undepreciated value of the traded asset from the asset accounts and capitalize the replacement asset for \$2 million.

e. **Problem.** A contractor proposes to construct a facility and install equipment for the government. The proposed price does not include an allocation of G&A expenses or cost of money. However, G&A expenses are allocated to similar facilities constructed or fabricated by the contractor for its own use.

Solution. CAS 404 applies only to tangible capital assets acquired or constructed for the contractor's own account. Assets provided by a contractor in fulfilling contract terms are not covered by this standard. However, even though facilities contracts are not subject to CAS 404, they should be allocated G&A expense under CAS 410. In addition, cost of money should be considered an allowable cost under FAR 31.205-10.

f. **Problem.** The contractor manufactures Model X for the government. The contractor produces one unit of Model X for its own use. The contractor capitalized the asset at \$37,500 (\$25,000 material, \$5,000 production labor and \$7,500 overhead, reflecting the 150 percent annual overhead rate).

Solution. Model X was not capitalized in accordance with CAS 404.50(b). When constructed assets are identical with the contractor's regular product, such assets must be allocated their full share of indirect costs, including G&A expenses and cost of money. Assuming that G&A expenses, production overhead cost of money, and G&A expense cost of money rate for the year are 10%, 10% and 1% respectively, the asset should have been capitalized at \$42,180, computed as follows:

Production Labor		5,000
Production Overhead	(150%)	7,500
Cost of Money related to Production Overhead	(10%)	500
Materials		25,000
Subtotal		38,000
G&A Expense	(10%)	3,800
Cost of Money related to G&A Expense	(1%)	380
		\$42,180

g. **Problem.** Contractor A acquires Contractor B and accounts for the business combination using the purchase method of accounting. Prior to the business combination, the net book value of Contractor B's assets was \$10.5 million. Contractor B's assets generated depreciation expense and cost of money charges that were allocated to government contracts negotiated on the basis of cost in its most recent cost accounting period. For GAAP purposes, Contractor A recorded the assets at their fair market value of \$18 million. The revised CAS 404 applies to the business combination.

Solution. The provisions of the amended CAS 404.50(d)(1) would apply to the business combination because the seller's (Contractor B's) assets generated depreciation or cost of money charges that were allocated to government contracts negotiated on the basis of cost in its most recent cost accounting period. For CAS

purposes, Contractor A would capitalize the acquired assets at \$10.5 million, the net book value of the assets in Contractor B's accounting records. The \$10.5 million would be used as the basis of Contractor A's depreciation expense, cost of money, and asset values used in the CAS 403 three-factor formula. The \$7.5 million difference between the net book value and fair market value would not be questioned because the costs were not "measured" for CAS purposes. Consequently, any depreciation related to the \$7.5 million would not be included in Contractor A's total cost input G&A base.

h. **Problem.** Same facts as Problem g. above, except that Contractor B has not performed government contracts for several years and consequently, its assets did not generate depreciation expense or cost of money charges that were allocated to government contracts negotiated on the basis of cost, in its most recent cost accounting period.

Solution. The provisions of the amended CAS 404.50(d)(2) would apply to the business combination because the seller's (Contractor B's) assets did not generate depreciation expense or cost of money charges on government contracts in its most recent cost accounting period. For CAS purposes, Contractor A would capitalize the acquired assets at \$18 million, the fair market value of Contractor B's assets. However, for contracts awarded prior to April 24, 1998, costs resulting from the \$7.5 million fair market value in excess of the net book value are unallowable in accordance with the provisions of FAR 31.205-52. Consequently, the allowable depreciation and cost of money charges would be based on the \$10.5 million. The asset values used for the CAS 403 three-factor formula would be the CAS 404 measured amount of \$18 million. The unallowable \$7.5 million would be included in any of Contractor A's allocation bases which normally include such costs, e.g., the total cost input G&A base, because the CAS 404 measured cost is the fair market value of \$18 million, even though the FAR 31.205-52 allowable ceiling amount is based on the asset value of \$10.5 million. For contracts awarded on or after April 24, 1998, the allowable depre-

ciation and cost of money would be based on \$18 million in accordance with the revised FAR 31.205-52.

8-404.4 Illustrations - Applicability Date of Amended CAS 404/409, Effective April 15, 1996

The following illustrations are intended to demonstrate the applicability date of the amended CAS 404/409, effective April 15, 1996.

a. **Situation.** Contractor A uses a calendar year as its accounting period and receives its "first" CAS-covered contract on May 20, 1996, after the April 15, 1996 effective date of the revised CAS 404/409. Contractor A completes a business combination using the "purchase method" of accounting on February 15, 1997.

Applicability Date. The applicability date of the revised CAS 404/409 would be January 1, 1997, the beginning of Contractor A's next full cost accounting period beginning after receipt of a contract to which the revised CAS 404/409 is applicable. Assets acquired in the business combination would be subject to the revised CAS 404/409 because the combination takes place after the applicability date of the revised CAS 404/409.

b. **Situation.** Same facts as a. above, but Contractor A completes the business combination on June 15, 1996.

Applicability Date. As explained in a. above, the applicability date of the revised CAS 404/409 is January 1, 1997. Accordingly, the business combination would not be subject to the revised CAS 404/409 because the combination was completed prior to the applicability date.

c. **Situation.** Contractor B uses a cost accounting period of July 1 - June 30 and receives its "first" CAS-covered contract on December 10, 1996, after the April 15, 1996 effective date of the revised CAS 404/409. Contractor B completes a business combination using the "purchase method" of accounting on January 30, 1997.

Applicability Date. The applicability date of the revised CAS 404/409 would be July 1, 1997, the beginning of Contractor B's next full cost accounting period after receipt of a contract (December 10, 1996) to which the revised CAS 404/409

is applicable. The business combination would not be subject to the revised CAS 404/409 because the combination was completed prior to the July 1, 1997 applicability date.

d. **Situation.** Contractor C uses a calendar year as its cost accounting period. Prior to 1996, Contractor C was awarded contracts subject to full CAS coverage. During 1996, Contractor C became subject to only modified CAS coverage and received a modified CAS-covered contract on May 15, 1996. Contractor C completes a business combination on February 15, 1997.

Applicability Date. Contractor C would not be subject to the revised CAS 404/409 because it did not receive a contract subject to full CAS coverage after the April 15, 1996 effective date of the revised CAS 404/409. Although Contractor C may continue to perform contracts awarded in prior accounting periods that are subject to full CAS coverage, these contracts would not be subject to the revised CAS 404/409.

8-405 Cost Accounting Standard 405 --- Accounting for Unallowable Costs

The purpose of this standard is to facilitate the negotiation, audit, administration, and settlement of contracts. It contains guidelines on (1) identification of costs specifically described as unallowable, at the time such costs first become defined or authoritatively designated as unallowable and (2) the cost accounting treatment to be accorded such identified unallowable costs to promote the consistent application of sound cost accounting principles covering all incurred costs. The standard does not govern the allowability of costs which is a function of the appropriate acquisition or reviewing authority. The standard was effective April 1, 1974, and is applicable to all CAS-covered contracts awarded after that date.

8-405.1 General

a. Costs expressly unallowable or mutually agreed to be unallowable, including costs mutually agreed to be unallowable directly associated costs, shall be identified and excluded from any billing, claim,

or proposal applicable to a government contract. An expressly unallowable cost is that which is specifically named and stated to be unallowable by law, regulation, or contract.

b. Costs specifically designated as unallowable or as directly associated unallowable costs in a written decision of a contracting officer pursuant to contract disputes procedures shall be identified if included or used in computing any billing, claim, or proposal applicable to a government contract.

c. Costs which are stated to be unallowable in a written decision issued by a contracting officer pursuant to disputes clause procedures are required to be identified by the contractor. This includes costs claimed by a contractor to be allowable but stated by a contracting officer in a written decision to be unallowable because the costs are not allocable costs of the contract under which they are being claimed. Therefore if the contractor fails to identify claimed costs determined by the contracting officer to be unallowable because they are not allocable, the contractor is in noncompliance and the procedures in CAS 405 should be followed. (See CAS Working Group Paper 77-13.)

d. A directly associated cost is any cost which is generated solely as a result of another incurred cost and which would not have been incurred otherwise.

e. Guidance concerning accounting for unallowable costs and directly associated costs is set forth in FAR 31.201-6.

f. The costs of any work project not contractually authorized, whether or not related to a proposed or existing contract, shall be accounted for separately from costs of authorized work projects.

g. All unallowable costs shall be subject to the same cost accounting principles governing cost allocability as allowable costs.

(1) In circumstances where these unallowable costs normally would be part of a regular indirect cost allocation base or bases, they shall remain in such base or bases. This provision is based on the concept that "... the issues concerning cost allocation and those relating to cost allowance are distinct and separate. Allowability should not be a factor in the selec-

tion or in the determination of the content of an allocation base used to distribute a pool of indirect costs. The appropriateness of a particular allocation base should be determined primarily in terms of its distributive characteristics. Any selective fragmentation of that base which eliminates given base elements for only some of the relevant cost objectives would produce a distortion in the resulting allocations." (see 8-410.1a(2))

(2) Where directly associated costs are part of an indirect cost pool that will be allocated over a base containing the unallowable cost with which it is associated, they shall remain in the pool and be allocated through the regular allocation process. According to the CASB, to do otherwise under these circumstances, could result in double counting.

h. The standard does not specify the nature of records required except that they be adequate to establish and maintain visibility of identified unallowable costs (including directly associated costs), their accounting status in terms of their allocability to contract cost objectives, and their cost accounting treatment. Unallowable costs do not have to be identified when, based upon considerations of materiality, the government and the contractor agree on an alternate method that satisfies the purpose of the standard.

i. If noncompliances are found, the auditor must ascertain the significance of the problem and make recommendations as outlined in 8-302.7.

8-405.2 Illustrations

The following illustrations are intended to supplement those in paragraph 405.60 of the standard. They will help auditors determine if the contractor is complying with the standard.

a. **Problem.** For the past several years, an auditor has questioned the allowability of part of the costs in a contractor's business luncheon account as entertainment expenses. The final cost questioned as negotiated by the contracting officer for those years has always included a large portion of the amount the auditor recommended for disapproval. In estimating the new forward

pricing and provisional billing rates, the contractor reduced the estimated rates in anticipation of similar cost questioned. The contractor rates are based on a projection of cost incurred in prior years.

Solution. CAS 405.50(c) permits the government and the contractor to agree on a method, other than specific identification, as long as that method satisfies the standard. If applicable, the Disclosure Statement should be amended to reflect this.

b. **Problem.** Another contractor under circumstances similar to those above declines to adjust the estimated forward pricing and provisional billing rates.

Solution. The auditor should report this noncompliance with the standard as described in 8-302.7.

c. **Problem.** A contractor performed some unauthorized work under a cost type prime contract. The contracting officer decided to disallow the cost (direct and indirect cost) specifically related to the unauthorized work. The contractor adjusted the accounting records and the billings to identify the unallowable production costs. However, in calculating the G&A total cost input base, the contractor excluded the unallowable contract cost. It stated that the incurred cost for unauthorized work did not affect the amount of G&A expenses incurred; consequently, the contractor should be permitted to recover its total G&A expense pool.

Solution. The auditor should report this to the contracting officer as noncompliance with CAS 405.40(d) and (e).

d. **Problem.** The contractor's established practice is to include overtime premium applicable to direct and indirect labor in overhead. The contractor allocates total overhead to total direct labor. The contractor performs and separately accounts for certain direct labor associated with a work project which a government contract specifically does not authorize. Both the unauthorized and authorized projects under the contract required overtime work. The contractor computes the overhead rate applicable to final billing under the contract by including overtime premium applicable to all work projects in the overhead pool and direct labor applicable to all work projects in the base.

Solution. The contractor complies with CAS 405.40(e) since it separately accounts for costs of unauthorized and authorized work projects. Also, the contractor's overhead rate computation complies with CAS 405.40(e) which states, "Where a directly associated cost (overtime premium, in this illustration) is part of a category of costs normally included in an indirect cost pool that will be allocated over a base containing the unallowable cost with which it is associated, such a directly associated cost shall be retained in the indirect cost pool and be allocated through the regular allocation process."

8-406 Cost Accounting Standard 406 --- Cost Accounting Period

The purpose of this standard is to provide criteria for selecting the time periods to be used as cost accounting periods for contract cost estimating, accumulating, and reporting. It will reduce the effects of variations in the flow of costs within each cost accounting period. It will also enhance objectivity, consistency, and verifiability and promote uniformity and comparability in contract cost measurements. The standard was effective July 1, 1974 and must be applied in the next fiscal year after receipt of a CAS-covered contract.

8-406.1 General

a. The cost accounting period used by a contractor must be either (1) its fiscal year or (2) a fixed annual period other than its fiscal year if agreed to by the government. Where a contractor's cost accounting period is different from the reporting period used for Federal income tax reporting purposes, the latter may be used for such reporting. All rates used for estimating, accumulating, and reporting (including public vouchers and progress payment billings) must be based on the contractor cost accounting period.

b. A transitional cost accounting period other than a year shall be used whenever a change of fiscal year occurs. It may be a period more or less than a year, but not more than 15 months.

c. Costs of an indirect function which exist for only a part of a cost accounting

period may be allocated to cost objectives of that same part of the period. However, such cost must be material, accumulated in a separate indirect cost pool, and allocated on the basis of an appropriate direct measure of the activity or output of the function during that part of the period.

d. The same cost accounting period shall be used for accumulating costs in an indirect cost pool as for establishing its allocation base. However, in the prefatory comments the Cost Accounting Standards Board stated that although as a matter of principle it does not agree that mismatched periods are proper, it recognizes the value of appropriate expedients where cost allocations are not expected to be materially affected. Therefore, the standard provides for the use of a different period for establishing an allocation base when agreed to by the parties if (1) the practice is necessary to obtain significant administrative convenience, (2) the practice is consistently followed by the contractor, (3) the annual period used is representative of the activity of the cost accounting period for which the indirect costs to be allocated are accumulated, and (4) the practice can reasonably be expected to provide a distribution to cost objectives of the cost accounting period not materially different from that which otherwise would be obtained.

e. Contractors shall follow consistent practices in selecting the cost accounting period or periods in which any types of expense and any types of adjustment to expense (including prior period adjustments) are accumulated and allocated.

f. Indirect cost allocation rates, based on estimates, which are used for the purpose of expediting the closing of contracts which are terminated or completed prior to the end of a cost accounting period need not be those finally determined or negotiated for that cost accounting period. They shall, however, be developed to represent a full cost accounting period, except as provided in c. above. Additional guidance for the allocation of overhead costs in such situations is contained in 6-605c.

g. If noncompliances are found, the auditor must ascertain their significance and make the appropriate recommendations as outlined in 8-302.7.

8-406.2 Restructuring Costs

a. The Cost Accounting Standards Board promulgated an interpretation at CAS 406.61 that addresses the assignment of restructuring costs to accounting periods. According to the interpretation, it clarifies whether restructuring costs are to be treated as an expense of the current period or as a deferred charge that is subsequently amortized over future periods. CAS 406.61, which was issued on June 6, 1997, is applicable to contractor restructuring costs paid or approved on or after August 15, 1994.

b. CAS 406.61(e) provides that restructuring costs should be accounted for as a deferred charge unless the contractor proposes, and the contracting officer agrees, to expense the costs for a specific event in a current accounting period. Deferred restructuring costs should be amortized over the same period of time that benefits of restructuring are expected to accrue. However, CAS 406.61(h) limits the amortization period to no more than 5 years. See 7-1909 for further guidance.

8-407 Cost Accounting Standard 407 --- Use of Standard Costs for Direct Material and Direct Labor

a. The purpose of this standard is to provide criteria (1) under which standard costs may be used for estimating accumulating, and reporting costs of direct material and direct labor and (2) relating to the establishment of standards, accumulation of standard costs, and accumulation and disposition of variances from standard costs. The standard was effective October 1, 1974 and must be followed in the next fiscal year after the award of a CAS-covered contract.

b. The standard does not cover standards used for overhead, service centers, nor preestablished measures used solely for estimating.

c. Using the standard for government contract costing is the contractor's option. Contractors are not required to establish standard cost accounting systems or use established standard cost accounting systems, intended for management purposes, for costing government work. However,

they are required to follow the provisions of the standard if they choose to cost government contracts through a standard cost accounting system.

8-407.1 General

Use of a standard cost accounting system to cost government contracts is permitted only when it meets the following criteria:

a. The standard costs must be entered into the books of account. However, properly computed variances may be allocated by memorandum worksheet adjustments rather than entered in the books of account.

b. The standard costs and related variances must be appropriately accounted for at the level of the production unit. A production unit is defined as "A grouping of activities which either uses homogeneous inputs of direct material and direct labor or yields homogeneous outputs such that the costs or statistics related to these homogeneous inputs or outputs are appropriate as bases for allocating variances." This concept of homogeneity should permit contractors a degree of flexibility in setting and revising standards on the basis of individual needs and circumstances and still provide for the proper cost assignment of variances. Under this concept a single product manufacturer would be permitted to have one labor variance account for the entire plant, while a multiproduct manufacturer would be required to have a variance account for each product line and/or for the various common part subproduct lines.

c. The practices with respect to the setting and revising of standards, use of standard costs, and disposition of variances must be stated in writing and consistently followed. The written statement of practices shall include bases and criteria used in setting and revising standards; the period during which standards are to remain effective; the level, such as ideal or realistic, at which material-quantity standards and labor-time standards are set; and conditions, such as those expected to prevail at the beginning of a period, which material-price standards and labor-rate standards are designed to reflect.

d. If noncompliances are found, the auditor must ascertain their significance and make the appropriate recommendations as outlined in 8-302.7.

8-407.2 Illustrations

The following illustrations are intended to supplement those in paragraph 407.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the provisions of the standard.

a. **Problem.** A contractor who manufactures radios of various configurations has established labor-rate standards and variance accounts by department; i.e., fabrication, minor assembly, final assembly, and test. The functions performed within each department are similar, the employees involved are interchangeable, and the inputs of direct material are homogeneous. Each variance account is distributed annually on the basis of the department's labor dollars. The contractor's practices are stated in writing, consistently followed, and the standard costs are entered into the books of account.

Solution. The contractor's practice complies with the standard because it meets the following requirements.

(1) The practices are written, entered into the books, and consistently followed (CAS 407.40(a) and (c)).

(2) The labor-rate standards cover employees performing similar functions within each category, and the employees are interchangeable with respect to the functions performed (CAS 407.50(a)(3)).

(3) Each department qualifies as a production unit because (a) each is a grouping of activities which use homogeneous inputs of direct material and direct labor, in this case labor with similar skills and efforts, and (b) the direct labor costs (homogeneous inputs) are an appropriate basis for allocating variances (CAS 407.30(a)(7)).

NOTE: Since the employees are interchangeable and efforts performed on the radios are similar, the allocation on the basis of direct labor dollars will result in a reasonably valid assignment of the labor rate variances (differences between actual and standard rates) among the radio configurations (units of output).

(4) Standard cost and related variances are appropriately accounted for at the level of the production unit (CAS 407.40(b) and 407.50(c)).

(5) The variances are allocated to cost objectives annually on the basis of labor cost at standard (CAS 407.50(d)(1)).

NOTE: CAS 407.50(a)(2) states, ". . . where only either the labor rate or labor time is set at standard, with the other component stated at actual, the result of the multiplication shall be treated as labor cost at standard."

b. **Problem.** Another contractor who manufactures the same general types of radios having various configurations has established labor-time standards by department; i.e., fabrication, assembly, final assembly, and test. The functions performed within each department are not materially disparate except for the fabrication and testing of A and D radio configurations. The functions required for the A and D configurations differ significantly from the others in terms of operations and complexity (complicated circuitry, finer tolerances, more detailed wiring, etc.). The employees involved are interchangeable, and the inputs of direct material are homogeneous. The labor hours required for efforts performed within the departments for each configuration of the radios differ; however, this has been recognized in establishing the standards for each configuration. The labor-time variances (difference between total department standard hours and total department actual hours) are accumulated by department and distributed annually to each configuration within each department on the basis of the department's direct labor dollars (standard labor hours at actual rates). The contractor's practices are stated in writing and consistently followed and standard cost is entered into the books of account.

Solution. The contractor's practice as applicable to the fabrication and testing departments does not comply with the standard. These departments do not qualify as production units because direct labor dollars are not an appropriate base for allocating the labor-time variance to all radios on a pro rata basis since functions performed on the A and D radios are significantly disparate from the functions per-

formed on the other radios. The standard's definition of production unit includes the requirement that, ". . . the costs or statistics relating to these homogeneous inputs or outputs are appropriate as basis for allocating variances" (CAS 407.30(b)(7)). One course of corrective action would be to subdivide the fabrication and testing departments in a manner which would permit separate accounting for the labor cost variances applicable to A and D configurations separate from the other configurations. This correction would result in establishing separate bases and would then be appropriate for allocating the separate variance accounts.

c. **Problem.** In a current proposal, a contractor with a standard cost system prices the bill of materials with quotations rather than with its material price standards. The contractor's written statement of practices, prepared to comply with paragraph 407.50(a)(1), states that material price standards are revised effective 1 January each year and remain in effect until the end of the calendar year. The proposed contract will be performed in the current calendar year.

Solution. The use of quotations to price the bill of materials violates CAS 401. It is inconsistent with the practice of measuring direct material cost by standards and variances. The bill of materials should be priced with the material price standards currently in effect. The amount of material price variances that will be allocated to the contract from production units should be estimated separately. [Note: There could be significant difference between the amount of material cost estimated with quotations and the amount estimated by standards and variances. A difference would result, for example, if quotations are for the quantities required for the proposed contract and standards are based on economic order quantities for all of the contractor's business.]

d. **Problem.** Same as c., with the exception that the proposed contract will be performed in the next calendar year. Material price standards have not been established for that year.

Solution. The use of quotations would be acceptable provided they are the

basis for estimates of next year's material price standards.

8-408 Cost Accounting Standard 408 --- Accounting for Costs of Compensated Personal Absence

The purpose of this standard is to establish criteria for measuring and allocating the costs of compensated personal absences to final cost objectives. These costs include compensation paid by contractors to their employees for such benefits as vacation, sick leave, holiday, military leave, etc. The standard was effective July 1, 1975. It must be followed in the next fiscal year after receiving a CAS-covered contract.

8-408.1 General

a. The provisions of the standard require that the costs of compensated personal absence be assigned to the cost accounting period in which entitlement is earned in accordance with the contractor's plan or custom. The standard defines compensated personal absence as "any absence from work for reasons such as illness, vacation, holidays, jury duty, military training, or personal activities, for which an employer pays compensation directly to an employee." Additionally it defines entitlement as "an employee's right, whether conditional or unconditional to receive a determinable amount of compensated personal absence, or pay in lieu thereof." These conditions required many contractors which had previously recorded such costs when paid to revise their accounting practices to accrue the costs over the period during which the qualifying service was performed.

b. Entitlement is recognized on the accrual basis only in the cost accounting period in which there arises a liability to pay compensation in the event of layoff or other nondisciplinary termination of employment.

c. The standard supplements these requirements with the following clarifying comments:

(1) If the employer's plan or custom provides that a new employee must complete a probationary period before the employer is liable to pay the employee for compensated personal absence, such ser-

vice may be treated as creating entitlement, provided the contractor does so consistently.

(2) If the employer's plan or custom provides that entitlement is to be determined on the first calendar day or the first business day of a cost accounting period, entitlement will be considered earned in the preceding cost accounting period.

d. When there is no liability for payment of unused entitlement on layoff, such costs will be considered to be earned in the period in which paid. In this case, the accrual method is not permitted.

e. Each plan or custom must be evaluated individually to determine when entitlement is earned. If a plan or custom is changed, a new determination of entitlement must also be made. In evaluating each individual plan, the auditor will make use of the contractor's written policies and procedures and any prior examinations included in the FAO permanent files. However, there may be instances, particularly at smaller contractor locations, where written policies and procedures do not exist. In these circumstances, the auditor will evaluate the "custom" of the employer for paying compensation for personal absence. Various contractor sources may provide the needed information for determining entitlement. Examples include personnel records and memoranda, corporate minutes relating to costs of personal absences, financial statements and accounts relating to compensation for personal absence, and the appropriate journal entries supporting the books of account.

g. The liability to be accrued is the total amount the contractor is obligated to pay for each plan in the event of layoff, notwithstanding that the employee may forfeit some or all of the entitlement if she or he were to resign voluntarily. The liability will be adjusted for anticipated nonutilization, if it is expected to be material.

(1) The use of either current wage rates or anticipated wage rates at the time of payment is permitted provided such rates are applied consistently.

(2) The standard also permits the option of calculating the accrued liability either on an individual employee basis or on a total plan basis. A contractor choosing to esti-

mate the total cost of all employees in the plan may use sample data, experience, etc. The auditor should evaluate the data used to assure that the classes and types of employees included are representative of the employee group during the period for which the liability is being accrued.

h. As noted previously, many contractors record costs of personal absences only when paid, but under the standard they will now be required to accrue such costs. Therefore, in the year of conversion, two years' expenses are recorded - the costs paid during the year and the accrual for costs earned during the year but to be paid in a future year. To prevent a double charge to government contracts, the standard requires contractors to defer the initial accrual through the use of a suspense account. Whenever the balance in the suspense account at the beginning of the cost accounting period exceeds the contractor's corresponding liability for compensated absence at the end of the same cost accounting period, the contractor is permitted to reduce the suspense account until it is equal to the liability. The amount by which the suspense account is so reduced becomes an additional cost of compensated personal absence for that cost accounting period.

i. There may also be instances where the contractor's practice is to accrue only a portion of the estimated liability required by the standard. In such cases, the contractor must revise its accounting practices to accrue the balance of the liability, as required by the standard. The amount of the additional accrual must be placed in a suspense account, as described above. In such cases, it should also be noted that, in comparing the amount in suspense to the year end liability, only that part of the liability which corresponds to the suspense account, i.e., the liability for benefits not recognized under the previous accounting practice, should be used.

j. If a plan or custom is changed or a new plan or custom is adopted by the employer, an initial or additional accrual may also be required. This accrual is also to be placed in suspense. The suspense amount to be charged in each cost accounting period will be computed as described above.

k. The costs of personal absence must be allocated among cost objectives on an annualized basis, except as permitted by the provisions of CAS 406 - Cost Accounting Period. However, the allocation rate may be revised during a cost accounting period based on revised estimates of period totals.

l. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-408.2 Illustrations

The following illustrations are intended to supplement those in paragraph 408.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the provisions of the standard.

a. **Problem.** A contractor has a program whereby an employee on reaching a certain level within the management structure becomes entitled to a 3-month sabbatical vacation with pay on completion of five years of service. No entitlement to the sabbatical vests in the employee until it is actually taken. If the employee were to be terminated prior to the completion of five years, she or he would not be paid. The contractor becomes subject to CAS 408 and wishes to accrue the cost of the sabbatical vacation ratably over the 5-year eligibility period.

Solution. This contractor may not accrue the cost of the sabbatical vacation since its present policy does not meet the criteria for accrual required by CAS 408.50(b)(1). Under this provision, entitlement is recognized on the accrual basis in the same cost accounting period in which the employer becomes liable to pay compensation in the event of layoff (vested). However, under this contractor's policy, the employee would not be paid if terminated prior to the completion of 5 years. In this case, the contractor would be subject to the provisions of CAS 408.50(b)(3) which require that when no liability exists for the payment of unused entitlement on layoff, the cost of the compensated personal absence is to be recorded in the cost accounting period in which the leave is taken and/or paid. If the contractor changed its present policy to provide for a

pro rata vesting (that is, payment on a pro rata basis in the event of termination) over the 5-year eligibility period, then the accrual for the sabbatical vacation would be acceptable.

b. Problem. The contractor has a vacation plan which provides that an employee who has been employed at least one year at December 31st becomes entitled to 80 hours of vacation, starting no earlier than the following May 1st, provided the individual is still employed at that time. If the employee were to be laid off prior to May 1, 1988, he or she would be paid on May 1, 1988 for the vacation earned as of December 31, 1987. If the employee were still in layoff status as of May 1, 1989, she or he would then be paid for any vacation earned between January 1, 1988 and the date of layoff. However, if the employee were to quit voluntarily before May 1, 1988, he or she would forfeit the right to vacation pay. The contractor's fiscal year ends March 31, 1988 under CAS 408 to reflect its liability for vacation pay.

Solution. CAS 408-40(a) requires that the cost of vacation pay be assigned to the cost accounting period or periods in which the entitlement was earned. In this case, vacation was earned during the annual period ending on December 31, 1987. Although retention on the payroll or reemployment status is required to actually receive the vacation at May 1, 1988, the estimated vacation liability amount has already been determined by the preceding December 31. In addition, CAS 408.50(b)(1) establishes the liability to be recognized as that amount of vacation pay which would be payable on layoff, even though some employees may voluntarily

terminate and forfeit their entitlement. Therefore, the contractor, in determining its liability at March 31, 1988, should include both the amount earned for service between April 1, 1987 and December 31, 1987, and the amount earned for service between January 1, 1988 and March 31, 1988. This liability should be reduced for anticipated forfeitures, if material, as required by CAS 408.50(c)(2). It should be noted that in fiscal year ended March 31, 1987, if this is the contractor's initial compliance with the standard, the contractor would have been required under CAS 408.50(d)(1) and (3) to place in suspense the excess of any accrual required by the standard as of March 31, 1987 over the amount it would have accrued under the previous accounting method and amortize such suspense account in accordance with the terms of the standard.

c. Problem. The following is an example of how to use the suspense account in a partial accrual situation: Company A has a union agreement which requires it to pay hourly employees for unused vacation on layoff. The company follows a similar custom with salaried employees, although, it is not required to do so by any written agreement. Company A's practice has been to accrue the cost of the vested vacation for the hourly employees but to recognize the cost of salaried vacations only at the time of payment. Company A must comply with CAS 408 beginning on January 1, 1986 and must revise its accounting practice accordingly.

Solution. The total vacation cost determination is shown below in the form illustrated in the standard, followed by the same calculation in columnar form, as follows:

Format Used in CAS 408.60

	Hourly Employees (000)	Salaried Employees (000)	Total Employees (000)
1986 beginning liability:			
With standard	\$ 500	\$ 100	\$ 600
Without standard	<u>500</u>	—	<u>500</u>
Amount to be held in suspense (CAS 408.50(d) (1))	<u>0</u>	<u>100</u>	<u>100</u>

	Hourly Employees (000)	Salaried Employees (000)	Total Employees (000)
1986 ending liability	400	80	480
Plus paid in 1986	<u>475</u>	<u>95</u>	<u>570</u>
Subtotal	875	175	1,050
Less 1986 beginning liability	<u>500</u>	<u>100</u>	<u>600</u>
1986 vacation cost, basic amount	<u>375</u>	<u>75</u>	<u>450</u>
Amount in suspense at beginning of 1986	0	100	100
Less 1986 ending liability	<u>0</u>	<u>80</u>	<u>80</u>
Suspense to be written off in 1986:			
additional 1986 vacation cost (CAS 408.50(d)(3))	<u>0</u>	<u>20</u>	<u>20</u>
1986 basic vacation cost	375	75	450
Plus 1986 writeoff of suspense (CAS 408.50(d)(3))	<u>0</u>	<u>20</u>	<u>20</u>
1986 total vacation cost	<u>\$ 375</u>	<u>\$ 95</u>	<u>\$ 470</u>

Columnar Format

	Vacation Liability (000)	Vacation Cost (000)	Cash (000)	Suspense Account (000)	Vacation Ref. Note
Beginning Liability without standard	\$ 500				a
Suspense account	<u>100</u>	—	—	<u>\$100</u>	c
Beginning liability with standard	600			100	b
1986 earned vacation	450	\$ 450			d
1986 vacation pay	<u>570</u>	—	<u>\$ 570</u>	—	e
Subtotal	480	450	570	100	b
Adjust suspense account	—	<u>20</u>	—	<u>20</u>	g
Balances, 12/31/86	<u>\$ 480</u>	<u>\$ 470</u>	<u>\$ 570</u>	<u>\$ 80</u>	f

Notes to Columnar Format

a. Represents the beginning liability amount accrued for the hourly employees under the contractor's previous method.

b. Represents the beginning liability amount accrued for both the hourly and salaried employees as required by the standard.

c. Represents the setup of the suspense amount for the increase in vacation liability for salaried vacations as required by the standard.

d. Represents the increase in liability for the total vacation cost earned by employees during the cost accounting period.

e. Represents the reduction in liability for the amount paid to employees during the cost accounting period.

f. Represents the ending liability amount for the cost accounting period as well as other account balances resulting from the transactions discussed above. The total ending liability of \$480 thousand is composed of \$400 thousand for hourly vacations and \$80 thousand for salaried vacations.

g. The amount in suspense (\$100 thousand as discussed in c. above) should be compared with that portion of the vacation liability at the end of the year, which represents the same type of expense charged to suspense account (\$80 thousand for salaried vacations as discussed in f. above). As the amount in suspense exceeds the ending liability, the excess (\$20 thousand) will be charged to the vacation cost earned during the year and the suspense account balance will be reduced by the amount of the excess.

This illustration presented one acceptable method for comparing the amount in suspense with the liability at the end of the year. Other methods, such as specific employee identification, may also provide a reasonable satisfaction of the standard's requirements. The method used should achieve a comparison of like items for authorization of the amount held in suspense.

d. Problem. A contractor has a fiscal year ending December 31. Under this existing practice, the contractor begins to accrue for each holiday one year in advance. For example, the anticipated cost of holiday pay for July 4, 1987 would be accrued in 12 monthly increments beginning July 1986 and extending through June 1987. However, under the contractor's policy, entitlement for holiday pay occurs only in the cost accounting period when the holiday is taken.

Solution. The contractor's practice does not comply with CAS 408. CAS 408.40(a) requires that holiday pay be assigned to the cost accounting period in which it is earned. Under the contractor's policy, entitlement occurs when the holiday is taken. Therefore, the contractor may recognize in 1986 only the costs of holidays which occurred in 1986. It should be noted that a contractor whose fiscal year ends on December 31 may elect to recognize the costs of the January 1 holiday either in the year in which it occurs or in the preceding year, provided whichever policy is adopted, it is followed consistently.

8-409 Cost Accounting Standard 409 --- Depreciation of Tangible Capital Assets

a. This standard provides criteria for assigning costs of tangible capital assets to cost accounting periods and should enhance objectivity and consistency in their allocation.

b. The initial standard was effective July 1, 1975 and must be followed for all tangible assets acquired in the next fiscal year after receipt of a CAS-covered contract. On February 13, 1996, the CAS

Board amended CAS 409.50(j) relating to the recapture of gains and losses on disposition of tangible capital assets that are transferred subsequent to a business combination. The effective date of this amendment is April 15, 1996. The amendment is applicable to contracts in the next cost accounting period beginning after receipt of a contract that incorporates the revised standard. Amendments to CAS 404, also effective April 15, 1996, are discussed in 8-404.

c. The amended CAS 409, effective April 15, 1996, applies to tangible capital assets transferred in a business combination that takes place after the applicability date (see 8-404.4 for illustrations of the amended CAS 404/409 applicability date).

d. The standard does not apply where compensation for tangible capital asset usage is based on use allowances as provided in Office of Management and Budget Circular No. A-21 and A-87 or other appropriate acquisition regulations.

8-409.1 General

a. Estimated residual values must be determined for all tangible capital assets or groups of assets. The residual values must be deducted from the capitalized value in computing the depreciable cost base, except where; (1) the estimated residual value of tangible personal property does not exceed 10 percent of the capitalized cost or (2) either the declining balance method or class-life-asset-range system is used.

b. The standard prohibits the depreciation of assets or asset groups below their residual value, if the residual value is

greater than ten percent of the capitalized cost of the asset, or if the asset is real property. For personal property that has a residual value less than or equal to ten percent of the capitalized cost of the asset, the asset or asset group may be depreciated below residual value if the residual value is immaterial. Materiality should be determined based on the general criteria contained in 48 CFR 9903.305, Materiality. The auditor should test asset values identified on contractor depreciation schedules or tax returns to ensure that residual values are properly deducted from capitalized costs.

c. The estimated service life of the tangible capital asset, over which the depreciated cost is assigned, must reasonably approximate the actual period of usefulness to its current owner, considering such factors as obsolescence and required quality and quantity of output. The estimated service life can exclude standby or incidental use periods, provided adequate records substantiate the withdrawal of such assets from active use. Expected periods of useful life must be based on recorded past experience, as modified for expected changes in operating practices, obsolescence, or quantity of products produced. However, the contractor must justify estimated service lives which deviate from the previously experienced lives. (See CAS Working Group Paper 78-22.)

(1) The standard requires the contractor to maintain adequate records which identify the age of the asset or asset group at retirement or withdrawal from active use. The record should contain such information as asset acquisition/disposition dates, date asset was withdrawn from active service, and any other factors that directly influence asset lives. The record need not be maintained solely for fixed asset accounting; it may be a record used for such other purposes as property insurance, income/property taxes, property control, or maintenance.

(2) If supporting records are not available on the date the contractor must first comply with the standard, the estimated service lives should be those used for financial accounting. However, the required supporting records must be developed by the end of the second fiscal year after that

date and used as a basis for estimated service lives on assets subsequently acquired.

(3) When a new asset is acquired for which the contractor has no available data or prior experience, the estimated service life must be based on projection of the expected useful life. The projection cannot be less than the midrange period for asset guideline classes established under IRS Revenue Procedure 72-10 and will be used only until the required records are available.

(4) In special circumstances, contracting parties may negotiate a shorter estimated service life if it can be reasonably projected.

d. The contractor may select any appropriate method of depreciation which reflects the pattern of consumption of services over the life of the asset. For example, an accelerated method is appropriate where the expected consumption of services is greatest in the early years of the asset life. The method used for financial accounting must be used for contract costing unless it does not reasonably reflect expected consumption or is unacceptable for Federal income tax purposes.

(1) Financial accounting methods are expected to approximate the pattern of consumption of services. Therefore, if the contractor continues to use previous methods found to be acceptable to the government on similar assets for financial accounting, no additional support of existing method will ordinarily be required. The auditor, however, is responsible for ensuring that the depreciation methods generally reflect the pattern of consumption of services. Consequently, the auditor's compliance audit should include limited tests of existing usage records to determine that no gross distortions in depreciation costs result from these depreciation methods. If a gross distortion is indicated as a result of that limited test, the testing should be expanded to determine whether the distortion is material enough to warrant a change in the contractor's depreciation method.

(2) A depreciation method selected for newly acquired assets which differs from the depreciation method currently used for like assets in similar circumstances must be supported by the contractor's projection of expected consumption of services.

e. Depreciation costs are generally allocated as indirect costs to the cost objectives for which the assets provide service. They may be charged directly to cost objectives at average rates only if the charges are based on usage and the costs of all like assets used for similar purposes are also charged directly. Depreciation costs for assets included in service centers, where significant, must be charged to the service center.

f. Changes to estimated service lives, residual values, or consumption of services may be required as a result of significantly changed circumstances. Any resulting adjustment to the undepreciated cost will be assigned only to the cost accounting period in which the change occurs and to subsequent periods. No retroactive adjustments will be made.

g. The standard outlines the following accounting treatment for gains or losses associated with the disposition of tangible capital assets. Note that an impairment loss under FASB Statement No. 121 is recognized only upon disposal of the impaired asset (see 7-412b).

(1) Where the asset is disposed of without an exchange, the gain or loss is generally treated as an adjustment to the appropriate indirect expense pool in the cost accounting period in which the disposition occurs. However, the auditor should be aware that, in such circumstances, the standard limits the gain to be recognized for contract costing purposes to the difference between the asset's original acquisition cost and its net book value.

(2) Where an asset is exchanged for like property, two options are available to the contractor: either the gain or loss can be recognized as discussed above, or the depreciable cost base of the new asset may be adjusted for the entire gain or loss.

(3) Where an asset disposition results from an involuntary conversion and the asset is replaced by a similar asset, the same two options as described above for exchanges of like property are available to the contractor.

(4) Where assets are grouped, gains or losses are not recognized. Instead they are processed through the accumulated depreciation account.

(5) Assets dispositioned in a business combination meeting the criteria in CAS 404.50(d)(1). The revised CAS 409, effective April 15, 1996, added a new subparagraph CAS 409.50(j)(5) to make it clear that the CAS 409.50(j) provision dealing with the recapture of gains and losses on disposition of tangible capital assets should not apply when assets are transferred subsequent to a business combination meeting the criteria in CAS 404.50(d)(1). The revised CAS 409.50(j)(5) stipulates that the provisions of CAS 409.50(j) do not apply to business combinations and that the carrying values of tangible capital assets acquired subsequent to a business combination are to be established by the acquiring company in accordance with the provisions of CAS 404.50(d)(1). Consequently, since CAS 404.50(d)(1) does not recognize an increase or decrease in the asset values as a result of a business combination, any gain or loss realized by the seller on disposition of assets as a result of the business combination is also not recognized. Auditors at the seller location should be alert for contractors claiming a loss on disposition of assets as a result of a business combination meeting the provisions of CAS 404.50(d)(1) and question it, if claimed. See 8-404.2b.(1) for additional guidance regarding the measurement of assets acquired in a business combination using the purchase method of accounting.

(6) Assets dispositioned in a business combination meeting the criteria in CAS 404.50(d)(2). The April 15, 1996 revision to CAS 409.50(j)(5) does not apply to assets dispositioned in a business combination meeting the criteria in CAS 404.50(d)(2), i.e., the tangible capital assets acquired in the business combination did not generate either depreciation expense or cost of money charges during the most recent cost accounting period. Therefore, the provision on the recapture of gains and losses would apply to the dispositioned assets. However, for contracts awarded prior to April 24, 1998, tangible capital assets meeting the requirements of CAS 404.50(d)(2) must still comply with the requirements of FAR 31.205-16 and 52. Consequently, although the gain or loss may be recognized for CAS purposes, no gain or loss would be allowed per FAR.

Effective April 24, 1998 (FAC 97-04), FAR 31.205-52 was revised to conform to the revised CAS 404 and 409. Therefore, gain or loss would be allowed for assets dispositioned in a business combination meeting the criteria in CAS 404.50(d)(2).

h. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-409.2 Illustrations

The following illustrations are intended to supplement those in paragraph 409.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard.

a. **Problem.** Based on a sample of asset dispositions/withdrawals for the last three years, the contractor now estimates 10 years service life for lathes. The records in the sample supporting the 10-year life classified several machines as "withdrawn from active use" although the machines are still on hand, in good working condition, and physically located in the plant machine shop. Neither the property records nor any other records reflected any change in the assets from active to inactive status. Records reflect a comparatively low usage of these specific machines for the past year due to a slack period.

Solution. The machines should not be classified as "Withdrawn from active use" unless the contractor provides adequate documentation substantiating the change in status. Machines temporarily idled for lack of work are not "withdrawn from active service." The contractor's written policies and procedures should define (1) the conditions under which capital assets may be withdrawn from active use and (2) the property records which must be prepared for processing the asset from active to inactive status. The records should clearly support that assets "withdrawn from active service" are in actuality intended only for standby or incidental use.

b. **Problem.** Contractor purchases various tangible capital assets in FY 19XX and sells them seven years later. Information pertinent to the acquisition and sale is as follows:

Capital Equipment	Acquisition Cost	Capitalized Current Net Book Value	Sales Price
Lathe	\$30,000	\$10,000	\$32,000
Truck	\$5,000	\$ -0-	\$ 100
Fork Lift	\$10,000	\$3,000	\$2,000

Depreciation expense over the seven years was allocated to manufacturing overhead.

Solution. The contractor will allocate gains and losses to manufacturing overhead in the year of sale as follows:

Capital Equipment	(Gain)* or Loss
Lathe	(\$20,000)
Truck	(\$100)
Fork Lift	\$1,000

* Gain or loss is the difference between amount realized on disposition and its undepreciated balance (\$32,000 - \$10,000 = \$22,000); however, per CAS 409.50(j)(1), for contract costing purposes, the gain must be limited to the difference between the original acquisition cost of the asset and its undepreciated balance (\$30,000 - \$10,000 = \$20,000).

c. **Problem.** The capitalized cost of a lathe is \$50,000. The lathe is projected to have a residual value of \$4,500, which is determined to be immaterial in amount based on the criteria in 48 CFR 9903.305, and an estimated service life of 10 years. The contractor utilizes a straight-line depreciation method. The asset is sold in Year 11 for \$5,000.

Solution. Because the \$4,500 residual value is less than 10 percent of the capitalized cost, the annual depreciation charges may be based on a depreciable cost base of \$50,000. In addition, since the \$4,500 is immaterial, the asset is depreciated to zero. However, since the contractor is required to provide a credit for the difference between the sales price and the book value, a credit of \$5,000 is recognized in Year 11, as shown below:

Depreciable cost base	\$50,000
Accumulated depreciation: 10 years @ \$5,000 per year	50,000
Net book value at end of 10th year	\$ -0-
Year 11: Credit for Gain on Sale of Asset (Sales price of \$5,000 less book value of zero)	\$5,000

d. **Problem.** Contractor A acquires Contractor B and accounts for the business combination using the purchase method of accounting. Prior to the business combination, the net book value of Contractor B's assets was \$10.5 million. Contractor B's assets generated depreciation expense and cost of money charges that were allocated to government contracts negotiated on the basis of cost in its most recent cost accounting period. The difference between the original acquisition cost of Contractor B's assets and its undepreciated balance is \$3.0 million. For GAAP purposes, the difference between the sales price and net book value of assets results in a gain of \$4.0 million. The revised CAS 409 applies to the business combination.

Solution. The provisions of the amended CAS 404.50(d)(1), effective April 15, 1996, would apply to the business combination because the seller's (Contractor B's) assets generated depreciation or cost of money charges that were allocated to government contracts negotiated on the basis of cost in its most recent cost accounting period. Therefore, the provisions of CAS 409.50(j) dealing with the recapture of gains and losses on disposition of capital assets would not apply to the business combination. For CAS purposes, Contractor B would not recognize the gain. Consequently, the gain would not be reflected in Contractor B's total cost input G&A base because the gain was not measured for CAS purposes.

e. **Problem.** Same facts as Problem d. above, except that Contractor B has not performed government contracts for several years and consequently, its assets did not generate depreciation expense or cost of money charges that were allocated government contracts negotiated on the basis of cost, in its most recent cost accounting period.

Solution. The provisions of the amended CAS 404.50(d)(2), effective April 15, 1996, would apply to the business combination because the seller's (Contractor B's) assets did not generate depreciation expense or cost of money charges on government contracts in its most recent cost accounting period. Therefore, the provisions of CAS 409.50(j) dealing with the recapture of gains and losses on disposition of capital

assets would apply to the business combination. For CAS purposes, Contractor B would recognize the \$3.0 million difference between the original acquisition cost and the undepreciated balance and credit the appropriate indirect cost pool(s). For contracts awarded prior to April 24, 1998, the gain would not be recognized under FAR 31.205-16 and 31.205-52. However, for contracts awarded on or after April 24, 1998, the gain would be recognized.

8-410 Cost Accounting Standard 410 --- Allocation of Business Unit General and Administrative Expenses to Final Cost Objectives

a. This standard provides criteria for the allocation of general and administrative (G&A) expenses to final cost objectives and furnishes guidelines for the type of expense that should be included in the G&A expense pool. It also establishes that G&A expense shall be allocated on a cost input base which represents total activity. Contractors presently using the sales or cost of sales allocation base have the option of changing to the cost input allocation base as soon as they become subject to the standard or selecting the special transition method described in Appendix A of the standard. Notably, the special transition method permits the continued use of the sales or cost of sales base to cost those CAS-covered contracts existing on the date the contractor is required to comply with this standard. The standard will increase the likelihood of achieving objectivity in the allocation of expenses to final cost objectives and comparability of cost data among contractors in similar circumstances.

b. The standard was effective October 1, 1976 and must be followed in the next fiscal year after receipt of a CAS-covered contract to which the standard is applicable.

c. See CAS Working Group Papers 78-21 and 79-24 for guidance issued by the CAS Working Group on CAS 410.

8-410.1 General

a. Business Unit G&A Expense Pool

(1) The G&A expenses must be grouped in a separate indirect cost pool and

allocated only to final cost objectives. For an expense to be classified as G&A, it must be incurred for managing and administering the whole business unit. Therefore, those management expenses that can be more directly measured by a base other than cost input should be removed from the G&A expense pool. For example, expenses such as program management, procurement, subcontract administration, G&A-type expenses incurred for another segment, etc. should not be identified as G&A expenses. They should be the subject of a separate distribution in reasonable proportion to the benefits received. However, immaterial expenses which are not G&A may be included in the G&A expense pool. The G&A expense pool may be combined with other expenses allocated to final cost objectives if (a) the base for the combined pool is appropriate for allocating both the G&A expense pool and the other expenses, and (b) the individual and total expenses of the G&A expense pool can be identified separately from the other expenses.

(2) FAR 31.203(c) requires that G&A expenses be allocated to final cost objectives through a base that contains unallowable costs. FAR 31.203(c) states that "all items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as government contract costs." The CASB has also recognized this principle in the prefatory comments to CAS 405 (last paragraph of comment no. 4) stating "the allowance or disallowance of these costs is subject to the cognizant agency's cost principles." In ASBCA Case No. 35895, Martin Marietta Corp. challenged the government's position that a portion of G&A expense allocated to contracts is unallowable in the same ratio as unallowable base costs are to total base costs allocated to a contract. The issue was resolved on December 28, 1993 by the U.S. Court of Appeals for the Federal Circuit (No. 93-1025).

The Court upheld the government position, stating that FAR 31.203(c) is primarily an allowability provision which does not conflict with the CAS 410 requirement that G&A be allocated only to final cost objectives.

(3) Selling costs may be accounted for in the G&A expense pool or in a separate

pool. CAS 410 takes a permissive position. CAS 410.40(d) requires a separate allocation of costs, if the costs can be allocated to business unit cost objectives on a beneficial or causal relationship which is best measured by a base other than a cost input base. Therefore, if the inclusion of selling costs in the G&A pool results in an inequitable allocation, auditors should carefully evaluate the selling activities to determine whether selling costs should be separately allocated on a beneficial or causal relationship by a different base. The Court in Aydin Corporation (West) (U.S. Court of Appeals for the Federal Circuit, No. 94-1441, dated August 10, 1995) decided, reversing the ASBCA decision (ASBCA No. 42760, dated April 18, 1994) that the foreign sales commission need not be excluded from the G&A pool based solely on its disproportionately large dollar amount. Accordingly, although the disproportionate allocation to government contracts may be an indication that the G&A base is not the best measure of the beneficial or causal relationship, the disproportionate allocation itself does not result in a noncompliance with CAS 410. If it is determined that selling costs should be allocated over a base other than the G&A base, CAS 418 governs the proper allocation of such costs. See 7-1304 for additional discussion on the allocability of selling costs.

(4) Home office expenses allocated to a segment may or may not be included in the segment's G&A expense pool. The standard states that allocations of line management expenses, residual expenses, and directly allocated expenses related to managing and administering the receiving segments are to be included in the G&A expense pool. Separate allocations of home office centralized service functions, staff management of specific activities of segments, and significant central payments or accruals must be allocated to the benefiting cost objective. However, when there is no discernible causal or beneficial relationship with any of the cost objectives, these expenses may be included in the segment's G&A expense pool. When separate allocations are reflected in home office cost accounting, they must be identified in the cost transfers to the segments under CAS 403. To support that home office expenses

were allocated to the segment in compliance with CAS 403, the contractor must identify the allocation base and components of the expense pool. Segments that perform both home office and operating segment functions must segregate the expenses of the home office function. These expenses must be allocated to the benefiting segments, including the segment performing the home office function. G&A expenses incurred by a segment for another segment will be removed from the incurring segment's G&A expense pool and transferred to the other segment.

(5) Any other costs which do not satisfy the definition of G&A expenses may be included in the G&A expense pool if they were previously a part of G&A and cannot be allocated to final cost objectives on a beneficial or causal relationship best measured by a base other than a cost input base.

b. Business Unit G&A Allocation Base

(1) The standard requires that the cost input base used to allocate the G&A expense pool include all significant elements of that cost input which represent the total activity of the business unit. The cost input base selected may be total cost input, value-added cost input, or single-element cost input. Modified bases are not permitted unless the item is an insignificant element of the selected cost input base and its exclusion does not invalidate the chosen base's representation of total activity. The "insignificant element" should not be automatically equated to insignificant amounts. An insignificant element is one that, when excluded from the base, does not alter the base's representation of the total activity. In the prefatory comments the term "total activity" refers to the production of goods and services during a cost accounting period. What is being pursued for the base is a flow of costs bearing a reasonable relationship with the production of goods and services.

(a) While the standard says that, "A total cost input base is generally acceptable as an appropriate measure of total activity of a business unit," two other bases may be used when they best represent "the total activity" of the business unit. The selection of the best base involves judgments on

whether inclusion of certain base costs cause "distortions" in allocating G&A to some contracts. The specific circumstances of the business unit shall be considered in determining which base best represents total activity. The ASBCA, in essence, ruled that there is no preferred allocation base to distribute G&A expenses other than the one which best represents total activity (Ford Aerospace and Communications Corporation, Aeronutronic Division, ASBCA No. 23833). The following are some examples where the value-added or single-element base may be appropriate:

- Large subcontracts of the type that clearly contrast with arrangements which require close supervision and participation on the part of the prime contractor, for example, drop shipments. These subcontracts generally do not bear the same relationship to G&A as other cost elements. The existence of these types of contracts as a stable part of the business may be evidence that total cost input may not be an appropriate measure of total activity as it may cause an inequitable amount of G&A to be allocated to the contract with the large subcontracts. Consideration should be given to changing to a value-added base.
- Large amounts of government-furnished material on some contracts with the same type of material purchased on other contracts. This may cause an inequitable shift of G&A to the contract with purchased materials. Consideration should be given to changing to a value-added base.
- Contractors whose business activity is clearly labor intensive, but have contracts that include major purchasing and subcontracting responsibility on a "pass-through" basis which causes significant distortions in allocated G&A. Consideration should be given to a value-added or single element base.
- When a contractor has demonstrated by a detailed analysis of the G&A pool elements to individual base elements, that a certain base element does not have significant causal or beneficial relationships to that G&A

expense. When this is found, an analysis must be done to decide which of the three bases best measures total activity of that business unit. There may not exist one perfect base. Purifying the G&A expense pool is the best way to minimize any potential inequities which may surface in implementing a cost input base which does not perfectly eliminate distortions.

(b) Interdivisional transfers may be excluded from the receiving division's G&A base only when:

- circumstances warrant the use of a base whose constituent parts do not include material such as a value-added or a single-element base, or
- the interdivisional receipts are not significant. Facilities contracts as defined in FAR 45.301 should also be included in the total cost input base unless the provisions of CAS 410.50(j) apply.

(c) The costs deducted from total costs to determine the value-added base should be limited to direct material and subcontract costs. FAR 15.408, Table 15-2, II. Cost Elements, under the heading of Materials, states "Include raw materials, parts, components, assemblies, and services to be produced or performed by others." FAR 44.101 provides an authoritative definition of subcontract costs which states 'Subcontract,' as used in this part, means any contract as defined in Subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders." In applying this definition take care to avoid inappropriate inclusions or exclusions from the value-added base resulting from broad application of terminology or individual contractor account classifications. For example, subcontract labor of the "body shop" type often supplements the normal work force and is used interchangeably with the regular employees under the same supervisors. This work does not fit the definition of services to be performed by other than the contractor. Thus, it would be inappropriate to deduct these amounts from the total costs. On the other hand, it would

be appropriate to deduct the cost of subcontracts for items such as interior decoration of aircraft even though a contractor accounts for them as part of other direct costs.

(d) The criteria for use of a single-element cost input base are very specific. A single-element cost input base may be used when a contractor can demonstrate that it best represents the total activity of a business unit and produces equitable results. Thus, a single-element base, such as direct labor dollars, may be used when the direct labor dollars are significant and the other measures of activity are less significant related to total activity. The contractor should periodically analyze the single-element base to assure that it best represents total activity and produces equitable results. When other measures of activity become significant, a single-element base may not produce equitable results. A single-element base is inappropriate when it is an insignificant part of the total cost of some of the final cost objectives.

(2) Initial changes from one type of input base to another which are required to comply with the standard would be subject to equitable adjustment. For example, a contractor previously used a direct labor hour base for allocating G&A expense. On the applicability date of CAS 410, the contractor changes its G&A allocation base to total cost input because other measures of activity besides direct labor are significant in relation to total activity. Since the base change is required in order to comply with section 410.50(d), the contractor is entitled to an equitable adjustment. Once a G&A base has been selected, it should not be changed unless the underlying business activity changes. When a base change is elected, adequate notice must be given to the CFAO.

(3) A special allocation of G&A expenses is permitted if a particular final cost objective (e.g., contract) would receive a disproportionate allocation of G&A expenses by using the cost input base. However, the allocation from the G&A expense pool to the particular final cost objective must be commensurate with the benefits received. The amount of the special allocation must also be re-

moved from the existing G&A expense pool and the particular final cost objective's base costs must be removed from the base used to allocate the G&A pool. The CAS 410.50(j) provision is applicable to a particular final cost objective which is an exception to the contractor's normal operation, rather than to classes of contracts or final cost objectives. It appears that the intent is to use the special allocation provision in exceptional cases to resolve situations where equitable allocation cannot be achieved by normal methods. The use of a special allocation to a particular contract or other final cost objective is the only alternative to the uniform allocation requirements of the standard. The standard does not permit the use of an abated or reduced rate for certain costs (e.g., a lesser rate for sub-contract costs). Before approving a special allocation, the G&A expense pool should be carefully evaluated to purify it of any expenses which may be allocated to cost objectives more directly than by a cost input base. When a special allocation under CAS 410.50(j) is used, it must be described in the contractor's Disclosure Statement. Otherwise, the contractor would be in noncompliance for failure to follow its disclosed practices.

(4) The standard provides that work on stock or product inventory items represents part of the productive activity of the business unit for a cost accounting period, and therefore should receive an allocation of G&A expense. The costs of such items must be included in the G&A allocation base for the period in which the items are produced or worked on rather than the period in which they are issued to final cost objectives. The cost must be included only once in computing the allocation base and rate. The time these items are issued from inventory to final cost objective is irrelevant for computing the G&A base and for calculating the G&A expense rate.

(a) Where it was the previous practice of the business unit to include G&A expense as part of the product inventory, the cost of all units produced in a period should include the G&A expenses of the cost accounting period in which the items are produced, including those remaining in inventory at the end of the year. Since

G&A has already been applied to items in inventory, no additional G&A will be applied when those items are issued.

(b) If the previous practice was not to include G&A expense as part of the cost of product inventory, the business unit must consistently use one of two methods to cost G&A expenses to the cost of product inventory. The first method permits the business unit to allocate G&A to the costs of items produced for stock, including those remaining in inventory at the end of the period, using the G&A rate of the period the items were worked on. This is the same method as allowed for business units that costed G&A expense as part of the costs of product inventory. The second method permits a business unit to allocate G&A to such costs using the rate of the period the items were issued. For example, if a business unit produces 100 items for stock and issues 50 items in period 1 and 50 items in period 2, the cost of 100 items produced would be included in the allocation base of period 1. No costs for these items would be included in the allocation base of period 2. However, for purposes of allocating G&A expense to the inventory, the G&A rate of period 1 would be applied to the 50 items issued in that period, and the G&A rate of period 2 would be applied to the 50 items issued during that period. The CASB believed that the differences in the G&A rates applied to the final cost objectives by using the G&A rate of the year the items are issued rather than produced will not be material.

(c) The auditor should note that the standard only covers the treatment of items produced for stock after the applicability date. It does not cover the treatment of items held in inventory on the first date the contractor must apply the standard. Therefore, items produced for stock and included in inventory on the date the standard becomes applicable should be included in the G&A allocation base of the period in which the items are assigned to final cost objectives.

(5) Questions have been raised as to the relationship between CAS 410 and the methods used by contractors with parts cost accounting systems to transfer Work-in-Process (WIP) to cost of sales. CAS

410 addresses the application of G&A expense to WIP cost input but does not prescribe the cost methods for relieving WIP and charging cost of sales. To comply with CAS 410, a contractor with a parts cost accounting system must compute a fiscal year cost input G&A expense rate to allocate G&A expenses to WIP cost input. However, the contractor may use any inventory valuation method recognized under generally accepted accounting principles, such as FIFO or average, to transfer costs including G&A expense from WIP to cost of sales.

c. If noncompliances are found regarding either the G&A expense pool or the allocation base, the auditor should ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-410.2 Illustrations

The following illustrations supplement those in paragraph 410.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard.

a. **Problem.** Division X excludes from its total cost input base, the cost of intercompany transfers from Division Y.

Solution. The intent of the standard is that all actions which represent the total productive activity of the segment should be included in total cost input. The costs of the intercompany transfers should, therefore, be included in the total cost input base used to allocate G&A expenses. Division X's exclusion of the intracompany transfers from the base does not comply with the standard.

b. **Problem.** Division X uses a total cost input base. In making its product there is extensive amount of costs for ODC, material, subcontracts, consultants, and special tooling. As these costs are all represented in approximate proportions on all of Division X's contracts, total cost input has been considered the best measure of the division's total business activity. The contractor is now contemplating entering a new business area. New contracts are planned to be bid in 20X2 and may have up to 60 percent of their value in subcontracting of the type that clearly contrasts with arrangements which re-

quire close supervision and participation on the part of the prime contractor, for example, drop shipments. Because of the dollar value of these contracts (\$50 million) and anticipated follow-on effort compared to Division X's normal contracts (\$150 million), the G&A allocated to the new contracts on a total cost input base would far exceed the beneficial relationships to these contracts. Division X notifies the CFAO and the auditor at the beginning of 20X1 that they intend to change their base to value-added. They subsequently change their Disclosure Statement to show the prospective G&A allocation base.

Solution. Division X's criteria for base selection complies with that contained in CAS 410, and the choice of the value-added base complies with the standard. However, this example is only hypothetical. Auditors must exercise professional judgment in assessing each situation individually. No two circumstances are the same.

c. **Problem.** Contractor Z has a number of contracts with large amounts of subcontract costs. The contractor does not believe that the use of the regular G&A rate for the subcontract costs is equitable because the subcontracts do not benefit from all of the G&A pool costs in the same relationship as the other base costs. It is therefore proposing a reduced G&A rate for the subcontract costs.

Solution. The contractor's proposal of a reduced G&A rate for the subcontract costs is in noncompliance with the standard. The only alternative to the uniform allocation requirements of the standard is the special allocation procedures which pertain to particular contracts or other final cost objectives. Special allocations to classes of contracts or to specific cost elements or types of expenses are not permitted by the standard.

8-411 Cost Accounting Standard 411 --- Accounting for Acquisition Costs of Material

a. This standard provides criteria for the accounting of acquisition costs of material, provides guidance on using inventory costing methods, and improves

the measurement and assignment of costs to cost objectives.

b. This standard does not cover accounting for the acquisition costs of tangible capital assets nor accountability for government-furnished materials.

c. The standard was effective January 1, 1976, and must be applied to all materials purchased or produced in the next fiscal year after receipt of the CAS-covered contract to which the standard is applicable.

8-411.1 General

a. The standard requires contractors to accumulate the cost of material and allocate it to cost objectives according to written statements of accounting policies and practices.

b. The end use of a category of material must be identified at the time of purchase or production if the cost is to be allocated directly to a cost objective. A category of material may be allocated directly even though the company maintains an inventory of this material, as long as the cost objective was specifically identified and the cost allocated at the time of purchase or production. Thus, units of a category of material could be allocated at different costs to the same cost objective, that is by direct allocation and issuance from inventory. The auditor should assure that the contractor's written statements of accounting policies and practices for accumulating and allocating costs of materials clearly set out (1) the specific conditions under which these costs may be directly allocated to cost objectives and (2) the inventory costing method to be used for allocating material costs issued from inventory. During regular audits of material, following the procedures in 5-710.1, these written statements will enable the auditor to determine that the contractor's practices comply with the standard and that deviations from the standard (which may arise as a result of contractor actions) are reported.

c. Materials used solely in performing indirect functions or which are not a significant element of production cost may be allocated to an indirect cost pool. However, when the ending inventory sig-

nificantly exceeds the beginning inventory of such material in an indirect cost pool in relating to the total cost included in the indirect cost pool, the pool should be credited for the unused portion and an asset account established for a like amount. The standard does not require the contractor to take a physical count of the ending inventories for these indirect materials. However, in the absence of a physical inventory, the auditor should make certain that a reasonable method for estimating the cost of unconsumed indirect materials at year end has been used.

d. All materials, except those directly allocated to final cost objectives (CAS 411.40(b)) and those allocated to an indirect cost pool (CAS 411.40(c)), must be accounted for in material inventory records. "Material inventory record" means any record for accumulating the cost of material for issue to one or more cost objectives. Such records need not be general or subsidiary ledger accounts but may be card files, computer data, bin tags, or any other such informal record. The written statement of accounting policies and practices should describe a material inventory record and explain how it is used.

e. When issuing material from a company-owned inventory, any of the following inventory costing methods are acceptable, provided the same costing method is consistently used for similar categories of material within the same business unit:

(1) The first-in, first-out (FIFO) method.

(2) The moving average cost method.

(3) The weighted average cost method.

(4) The standard cost method.

(5) The last-in, first-out (LIFO) method.

f. Material cost is the acquisition cost of a category of material. The purchase price must be adjusted by extra charges incurred or discounts and credits earned. These adjustments must be charged or credited to the same cost objective as the material price; when this is not practical, charges or credits may be included in an appropriate indirect cost pool, provided this practice is consistent.

g. If noncompliances are found, the auditor must ascertain their significance

and make the appropriate recommendations as outlined in 8-302.7.

8-411.2 Illustration

The following illustration is intended to supplement those in paragraph 411.60 of the standard. It should assist as a guide in determining whether a contractor's practices comply with the standard.

Problem. A contractor's written statements of accounting policies and practices provide that the cost of a category of material used solely in performing an indirect function will be allocated to an indirect cost pool when the material is received. The contractor does not estimate the cost of unconsumed indirect materials at year end, nor does it compare this ending inventory cost with the cost of the beginning inventory of indirect materials to determine if the excess is significant in relation to the total cost included in the indirect cost pool. All costs of indirect material allocated to the indirect cost pool during the cost accounting period remain in the indirect cost pool at year end.

Solution. The practice does not comply with CAS 411.40(c). The contractor must determine the significance of the excess of the ending inventory over the beginning inventory of such materials in relation to the total cost included in the indirect cost pool. If significant, the indirect expense pool must be credited and an asset account established in a corresponding amount.

8-412 Cost Accounting Standard 412 --- Composition and Measurement of Pension Costs

a. This standard establishes the composition of pension costs, the basis of measurement, and the criteria for assigning pension costs to cost accounting periods. CAS 413 addresses the accounting treatment of actuarial gains and losses and the allocation of pension costs to segments of an organization.

b. The standard is basically compatible with the Employee Retirement Income Security Act of 1974 (ERISA), although some of its provisions may be more restrictive than ERISA funding requirements. The fundamental objectives of CAS 412 differ

from the objectives of ERISA. ERISA is primarily a funding law; it is designed to ensure financial integrity of pension plans through minimum funding standards. CAS 412 was promulgated to ensure that pension costs are properly measured and allocated to cost objectives.

c. CAS 412 was effective January 1, 1976 and must be followed in the next fiscal year after receiving a CAS-covered contract to which the standard is applicable. This standard was revised effective March 30, 1995. The revisions are applicable to contracts in the next cost accounting period beginning after receipt of a contract that incorporates the revised standard.

d. FAR 31.205-6(j)(2) makes CAS 412 applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed pension costs, where significant, are in compliance with the provisions of CAS 412.

8-412.1 General

a. The CASB defines a pension plan as a deferred compensation plan, established and maintained by one or more employers, to provide for systematic payment of benefits for life (or life at the option of the employees) to participants after their retirement. There are basically two kinds of pension plans: defined contribution plans and defined benefit plans. A defined contribution plan provides benefits to retirees according to the amount of the fixed contribution to be made by a contractor. The standard provides that the following types of plans shall be treated as defined contribution plans: (1) plans which are funded through permanent insurance or annuity contracts, (2) multi-employer plans established under collective bargaining agreements, and (3) state pension plans applicable to Federally Funded Research and Development Centers (FFRDCs). In a defined benefit plan, the contributions to be made by the contractor are calculated actuarially to provide preestablished benefits. The cost of benefits under a pay-as-you-go plan must be measured in the same manner as the costs under a defined benefit plan. During

the compliance audit, the auditor should identify the types of all pension plans in effect at the contractor locations.

b. Under the defined contribution plan, the pension cost of a cost accounting period is the net contribution required to be made, after adjustment for dividends and other credits. For a defined benefit plan the pension cost for a period may consist of four elements:

(1) Normal cost (annual cost attributable to years after a particular valuation date).

(2) Amortization of any unfunded actuarial liability (excess of the actuarial liability over the value of the pension fund assets).

(3) Interest equivalent on the unfunded actuarial liability and actuarial gains or losses being amortized.

(4) Adjustment for actuarial gains and losses (differences between forecasted assumptions and actual experience).

c. All portions of unfunded actuarial liability resulting from various events or circumstances (e.g., plan improvements or assumption changes) are to be included as separately identified parts of pension cost. In general, an unfunded actuarial liability will be amortized in equal installments over a period of not less than 10 and not more than 30 years (40 years if the plan predates January 1, 1974). CAS 412.50(a)(1) specifies a maximum and minimum amortization period for each portion of unfunded actuarial liability. If amortization has begun before the applicability date of the standard, the amortization period need not be changed. An interest equivalent on the unpaid balance of the liability must be included with each installment. Contractors must establish and consistently follow a policy for selecting specific amortization periods for unfunded actuarial liabilities. When selecting the specific amortization period with the above limits, the contractor's amortization policy may give consideration to the size and nature of the unfunded actuarial liability as a component of pension costs. Once the amortization period for a portion of unfunded actuarial liability is selected, the amortization process must continue to completion.

d. Pension costs applicable to prior periods which were specifically unallow-

able under then-existing contractual provisions should be separately identified and excluded from an amortization of unfunded liability or from future normal costs if the unfunded liability is not identified. Also excludable from pension costs are excise taxes and interest costs incurred as a result of inadequate or delayed funding.

e. Actuarial methods used by contractors may be classified as either the accrued benefit cost method or one of the acceptable projected benefit cost methods. A major difference between methods is that, under the accrued benefit cost method, costs are based on units of future benefits which have been accrued to employees to the present date; whereas under the various projected benefit methods, costs are based on benefits which will accrue over the entire expected period of credited service of the individuals involved. The accrued and projected benefit cost methods are also grouped as either spread-gain or immediate-gain cost methods. Under the spread-gain method actuarial gains and losses are included as part of the normal cost for current and future years. Under the immediate-gain method actuarial gains and losses are separately identified and amortized over a period of years. The standard does not require the use of a specific actuarial cost method; however, the method selected by the contractor must provide for separate measurement of the pension cost elements listed in paragraph b. above. The cost elements are identified under the immediate-gain cost methods. They are not identified under spread-gain methods, which neither disclose actuarial gains and losses nor develop the amount of unfunded liability. Consequently, CAS 412 does not permit the use of spread-gain methods in calculation of pension cost for contract costing purposes.

f. During the compliance audit, the auditor should identify the actuarial method used by the contractor for each plan in effect. The auditor should evaluate actuarial reports and statements, as well as accounting records.

g. The normal costs computed under the accrued benefit cost method are the present value of future benefits earned by employ-

ees during the year. For defined benefit pension plans other than those accounted for under the pay-as-you-go cost method where the pension benefit is a function of salaries and wages, the normal cost shall be computed using a projected benefit cost method. The normal cost for the projected benefit shall be expressed either as a percentage of payroll or as annual accrual based on the service attribution of the benefit formula. Where the pension benefit is not a function of salaries and wages; the normal cost shall be based on employee service.

h. While pension costs must be based on the provisions of existing plans, contractors may consider (1) salary projections for plans whose benefits are based on salaries and wages and (2) improved benefit projections for plans specifically providing for such improvements.

i. Actuarial assumptions are related to (1) interest or return on funds invested and (2) other projected factors such as future compensation levels, inflation, mortality, retirement age, turnover, and projected social security benefits. Each actuarial assumption used by the contractor in calculating pension costs must be identified separately. The assumptions should represent the contractor's estimated future experience based on long-term trends to avoid short-term fluctuations. Pursuant to CAS 412 in effect prior to March 30, 1995, the validity or the reasonableness of the actuarial assumptions can be measured in the aggregate of gains and losses rather than by a separate gain or loss analysis for each assumption. However, if the assumptions prove to be unreasonable in total; that is, the total gain or loss is significant, the contractor must be able to identify the major causes and give reasons for either retaining or revising the assumptions. Under the revised CAS 412, the validity of each assumption used shall be evaluated solely with respect to that assumption. If the actuarial assumptions are revised, any resulting increase or decrease in the unfunded actuarial liability will be amortized over not less than 10 or more than 30 years. Support for each actuarial assumption used by the contractor should be critically examined by the auditor. The

compliance audit should include steps to identify and evaluate the reasonableness of the assumptions and to monitor actuarial gains and losses to assure that the assumptions remain valid.

j. FAR has retained the requirement that pension contributions be funded in order to be allowable. Therefore, even though the standard provides criteria for measurement and assignment of pension costs, the auditor will continue to establish the allowability of pension costs in accordance with FAR requirements.

k. In accordance with FAR 52.230-6, a contractor is required to describe to the CFAO the kind of changes made in order to comply with a new or modified cost accounting standard. This includes the modifications to CAS 412 effective March 30, 1995. The description should be submitted within 60 days after the award of a contract to which the standard or a modification to the standard is applicable. This should be done whether or not the contractor has filed a Disclosure Statement. If it appears that accounting changes will be required as a result of CAS 412, or the March 30, 1995 modifications thereto, and the contractor has not submitted the description on time, the auditor should advise the CFAO.

l. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-412.2 Assignment of Pension Cost

a. Pre - March 30, 1995 Requirements:

(1) Pension costs computed for a cost accounting period are assignable to that period only, except when a payment deferral has been granted under the provisions of ERISA. ERISA permits a contractor which has received a funding deficiency waiver for a particular year to amortize related pension costs over the immediately succeeding 15 years. Pension costs deferred to future periods under this provision must be assigned to the periods in which the funding actually takes place. However, in accordance with the first sentence of FAR 31.205-6(j)(3)(iii) and CAS 412.50(a)(7), the interest equivalent on the unfunded actuarial liability which results

from this delayed funding would be unallowable.

(2) Except for pay-as-you-go plans, the cost assignable to a period is allocable to cost objectives of that period if (a) costs are funded in the period or (b) funding can be compelled. Costs will be considered funded for a period if payment is made by the Federal income tax return due date, including any extension. Funding provisions in ERISA, contractual funding agreements, or existence of third-party rights to required funding would constitute evidence that funding can be compelled. Excess funding is considered applicable to future periods.

b. Requirements Effective March 30, 1995:

(1) Pension cost computed for a cost accounting period is assignable only to that period, except for costs assigned to future periods pursuant to CAS 412.50(c)(2) and (5). The provisions at CAS 412.50(c)(2) establish a ceiling and floor (assignable cost corridor) on the amount of pension cost assignable to a period. According to the new rules, the pension cost assignable to a cost accounting period may not be less than zero (floor) nor exceed the ERISA maximum tax-deductible (ceiling) amount. The pension costs initially computed for a cost accounting period are adjusted for amounts that fall outside the assignable cost corridor. The adjustments (amounts falling outside the corridor) are reassigned to future periods as an assignable cost credit (amount less than zero), or assignable cost deficit (amount over ceiling). The credit or deficit amounts are amortized over a 10 year period in accordance with provisions prescribed at CAS 412.50(a)(1)(vi). Also, in accordance with CAS 412.50(c)(5), pension cost not funded pursuant to an ERISA funding waiver is reassigned to future periods as an assignable cost deficit subject to amortization using the same amortization period as used for ERISA purposes.

(2) Under the pre - March 30, 1995 rule, pension costs assigned to a cost accounting period were allocable to cost objectives of that period if liquidation of the liability could be compelled. However, pursuant to the revised standard, except for

nonqualified defined benefit plans, the entire pension cost assigned to a cost accounting period must be funded in order to be allocable to cost objectives (CAS 412.50(d)(1)).

8-412.3 Full Funding Limitation

a. Pre - March 30, 1995 Requirements: As a result of changes in the IRS definition of full funding under the Omnibus Budget Reconciliation Act (OBRA) of 1987 (P.L. 100-203), some government contractors' pension plan costs computed in accordance with CAS 412 could exceed the IRS full funding limitation (see 7-606.1.d.). To temporarily mitigate this conflict, on April 8, 1991 the new CASB authorized Federal procuring agencies, on a case-by-case basis, the authority to waive the cost assignment provisions of CAS 412.40(c) in instances in which the overfunded status of qualified plans precluded Federal tax deductibility of contributions or would cause the incurrence of a 10 percent excise tax on the overfunding. The intent of the waiver authority is to permit reassignment of those pension costs, for which funding could not have been made without foregoing tax deductibility and incurring a 10 percent excise tax, to the next subsequent fiscal period in which funding can reasonably and equitably be accomplished. Auditors should recommend to the Administrative Contracting Officer that contractor requests for a temporary waiver include an advance agreement addressing the government's right to adjust contract prices downward to recover any pension costs recognized in contract pricing, but not incurred due to the reassignment of pension costs authorized by a waiver.

b. Requirements Effective March 30, 1995: The revised standard at CAS 412-30(a)(9) defines the CAS full funding limit (Assignable Cost Limitation) as the excess, if any, of the actuarial liability plus the current normal cost over the actuarial value of the pension plan assets. The amount of pension cost assigned to a cost accounting period cannot exceed the CAS full funding limit. Thus, when the Assignable Cost Limitation applies all prior year amortization bases are consid-

ered fully amortized (Fresh Start). The revised standard also eliminates the conflict between the CAS and ERISA/IRC full funding limitation by limiting the amount of pension cost assignable to a cost accounting period to the maximum tax-deductible amount. The amount of pension cost computed for a period in excess of the tax-deductible limit is reassigned to future periods as an assignable cost deficit which is amortized over a ten year period.

8-412.4 Nonqualified Plans

a. Pre - March 30, 1995 Requirements: Pay-as-you-go plans are different from trustee or insured plans in that they are not funded. Therefore, the cost of benefits under a pay-as-you-go plan shall be measured the same as costs of defined benefit plans whose benefits are funded. Costs assignable to a period under a pay-as-you-go plan are allocable to the cost objectives of the period only if the payment of benefits is made in that period or can be compelled. If payment is optional with the contractor, costs allocable to cost objectives of the period are the lesser of the amount of benefits actually paid to beneficiaries in that period or the amount computed as assignable to that period.

b. Requirements Effective March 30, 1995: The pre - March 30, 1995 provision at CAS 412.40(c) which allowed contractors to accrue pension cost for nonqualified plans if benefits could be compelled has been deleted. The revised standard permits contractors to accrue pension cost for nonqualified plans only if the requirements set forth in CAS 412.50(c)(3) are satisfied. The three requirements specified in this provision are (1) the contractor elects to use accrual accounting, (2) the plan is funded through a funding agency, and (3) the benefits are nonforfeitable. The costs of nonqualified plans which do not meet these requirements shall be assigned to cost accounting periods using the pay-as-you-go cost method. With regard to the funding requirement for nonqualified plans, the standard requires partial funding at the tax rate complement (i.e., 100% - tax rate %).

8-412.5 Illustrations

The following illustrations are intended to supplement those in paragraph 412.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard.

a. **Problem.** A contractor uses an immediate-gain actuarial cost method in computing pension cost for contract costing purposes. The contractor has proposed \$2.3 million pension costs for the current cost accounting period. The auditor's analysis of the actuarial valuation report disclosed that (1) the value of the pension fund assets was \$12.6 million, (2) the actuarial liability was \$10 million, and (3) the experienced actuarial gain for the previous period was \$1 million.

Solution. The pension cost assignable to the cost accounting period is \$-0-, because the value of the pension assets exceeds the actuarial liability plus the normal cost for the period. In other words, there is no valid liability and therefore no basis for recognition of pension accruals on government contracts. Furthermore, the significance of the experienced actuarial gain would indicate that the actuarial assumptions may not be reasonable. The contractor should be required to identify the actuarial assumptions which were responsible for the gain and to provide rationale for either retaining or revising those assumptions.

b. **Problem.** As a result of a temporary cash shortage, a contractor's payments into the pension fund were not adequate to meet the ERISA funding requirements for the period. A 5-percent excise tax on the accumulated funding deficiency was therefore assessed against the contractor. In computing the pension cost for the fiscal year, the contractor included the assessment of the 5-percent tax plus an interest equivalent on the unpaid amount.

Solution. Both the excise tax, which was assessed as a penalty for the delayed payment, and the interest equivalent on the delayed payment should be excluded from the pension costs allocated to government contracts. The CASB, in its prefatory comments to the standard, acknowledged that an interest equivalent

should be recognized to determine whether a pension plan is properly funded. However, since interest resulting from delayed funding is caused by a management decision to use funds for other purposes, the interest should be considered as investment cost rather than a component of pension cost.

8-413 Cost Accounting Standard 413 --- Adjustment and Allocation of Pension Cost

a. This standard establishes criteria for (1) assigning actuarial gains and losses to cost accounting periods, (2) valuing pension fund assets, and (3) allocating pension costs to segments.

b. Provisions in the standard are somewhat more stringent than ERISA requirements, concerning frequency of actuarial valuations and methods of valuing pension fund assets. Consequently, some accounting changes may be required for compliance with the standard in addition to those which were previously made to comply with ERISA.

c. FAR 31.205-6(j)(2) makes CAS 413 applicable to all contracts, even contracts which are not CAS-covered or are subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed pension costs, where significant, are in compliance with the provisions of CAS 413.

d. CAS 413 was effective March 10, 1978 and must be followed in the next fiscal year after award of a CAS covered contract to which it is applicable. CAS 413 was revised effective March 30, 1995 and the revised CAS 413 must be followed in the next fiscal year after award of a CAS covered contract to which it is applicable. However, a significant feature of the revised CAS 413 is the CAS Board's clarification on application of CAS 413.50(c)(12) with respect to adjustments to previously determined pension costs in the event of segment closing, pension plan termination or curtailment of pension plan benefits. The revisions to CAS 413.50(c)(12) clarify and specify techniques for determining such adjustments. According to CAS 413 transition coverage, these clarifications should be used to resolve outstanding issues on existing CAS covered contracts.

8-413.1 General

a. Actuarial gains and losses represent differences between actuarial assumptions and actual experience. As previously noted in 8-412.1i., actuarial assumptions are related to (1) interest or return on funds invested and (2) other projected factors such as future compensation levels, inflation, mortality, retirement age, turnover, and projected social security benefits. CAS 413 requires that actuarial gains and losses for defined benefit plans be calculated annually and assigned to current and subsequent cost accounting periods. Under pension plans whose costs are determined by an immediate gain actuarial cost method, gains and losses that are material will be amortized equally over 15 years beginning with the current period. The annual installment will include an interest equivalent on the unamortized balance at the beginning of the period. Immaterial gains or losses may be assigned to the current period. An immediate gain method is one in which actuarial gains and losses are determined separately as an adjustment to the unfunded actuarial liability. Included in this category are the accrued benefit and entry age normal (sometimes referred to as the individual level premium with supplemental liability) actuarial cost methods.

b. The original and revised standard permits use of any recognized method for valuing pension fund assets used in measuring pension cost components provided it reflects appreciation and depreciation of pension fund assets and is used consistently from year to year. The illustration in CAS 413.60(b) identifies some commonly used asset valuation methods:

Type of Asset	Basis for Valuation
Equity securities and debt securities not expected to be held to maturity	5-year moving average of market values
Debt securities expected to be held to maturity	Amortization of differences between cost at purchase and par value at maturity
Real Estate	Cost less accumulated depreciation

If the method produces a value of less than 80 percent or more than 120 percent of market value, the asset values in a given year must be adjusted to the nearest 80 percent or 120 percent boundary. The adjusted asset values are then considered in calculating the actuarial gain or loss subject to the amortization criteria described above. The standard's provisions regarding the valuation of assets do not apply to plans funded with insurance companies via contracts with guaranteed benefits.

8-413.2 Segment Accounting

a. Pre - March 30, 1995 Requirements:

(1) Except where certain significant disparities in actuarial factors exist between segments, contractors have the option to calculate pension costs either separately for segments or on a composite basis for allocation to segments on a base which represents the factors used in computing pension benefits. Separate calculations of pension costs for each segment are acceptable. CAS 413.50(c)(2) and (3) provide that pension costs must be separately calculated for a segment (on a prospective basis) when the pension costs at the segment are materially affected by any of the following conditions:

(a) The segment experiences material termination gains or losses.

(b) The level of benefits, eligibility for benefits, or age distribution is materially different for the segment than for the average of all segments.

(c) The aggregate of actuarial assumptions for termination, retirement age, or salary scale is materially different for the segment than for the average of the segments.

(d) The ratios of assets to actuarial liabilities for merged segments are different from one another after applying the benefits in effect after the merger. Differences between segments as to level of benefits and eligibility of benefits should be obtainable from the provisions of the pension plan. Segment data for termination experience, age distribution, and actuarial assumptions for termination, retirement age or salary scale will generally not be included in actuarial reports, CPA reports, Schedule B to IRS Form 5500 or other pension source

documents. Thus, the auditor should attempt to gain an understanding at the onset of the pension evaluation as to the segment data to be provided by the contractor which are necessary for audit determination of compliance with CAS 413.50(c)(2) and (3).

(2) When separate pension fund calculations are required because of disparities in termination gains or losses, level of or eligibility for benefits, or actuarial assumptions for termination, retirement age or salary scale, undivided pension fund assets must be initially allocated to the segment for which the separate calculation is being made. The value of the pension fund assets allocated shall equal the segment's pension fund contributions, adjusted for earned interest and paid benefits/expenses, if such information is determinable; if not, the assets can be allocated among segments on any ratio which is consistent with the actuarial cost method(s) used to compute pension costs. The initial allocation of assets to merged segments must be the market value of the segment's pension fund assets when the merger occurred.

(3) Employees participating in a multisegment pension plan occasionally transfer between segments. However, the applicable pension fund assets and liabilities need not follow the employees from one segment to the other unless the transfers involve such a large number of employees that a segment's ratio of fund assets to actuarial liabilities would be distorted.

(4) Contractors who separately calculate pension costs for one or more segments have the option of establishing a separate segment for inactive participants (e.g., retirees). If this action is taken, the pension fund assets and actuarial liabilities should be transferred to the inactive segment when employees participating in the pension plan become inactive. The funds transferred are to reflect the funded portion of the inactive participants' actuarial liability. CAS 413.50(c)(1) and 413.50(c)(9) provide that inactive segment costs shall be allocated to the segments with active lives on a basis representative of the factors upon which pension costs are based. Thus, pension cost calculated for the inactive participants should be allocated to the segments with active lives on a basis which is relatively comparable to the

amounts that would have been computed if a separate segment for inactives had never been established.

b. Requirements Effective March 30, 1995:

(1) The provisions of CAS 413.40(c) now provide clear and concise criteria for determining the funding status for pension plans at contractors that compute pension cost on a segmented basis. Specifically, the revised coverage provides that computation of the assignable cost limitation shall be based on the assets and liabilities of the individual segment. The revisions also provide that in computing the limit on the amount of assignable cost for a segment, the measurement of the ERISA tax deductible amount is computed for the plan as a whole and apportioned among the segments. Amounts funded (contributions) can be allocated to government segments first.

(2) The revised Standard provides specific coverage for calculation of segmented pension cost for segments that have disproportionate ratios of assets to liabilities. Under the revised coverage, when the assignable cost limitation applies to a particular segment, all existing amortization bases maintained for that segment are considered fully amortized (fresh-start) pursuant to the provisions of CAS 412.50(c)(2). For those segments not affected by the assignable cost limitation, the amortization of the unfunded actuarial liability continues unabated. In addition, any amount of pension cost not assignable to a segment due to application of the ERISA tax deductible limit is reassigned to future periods as an assignable cost deficit.

8-413.3 CAS 413.50(c)(12) Adjustment For Segment Closing, Plan Termination or Benefit Curtailment

a. When a segment is closed, a plan is terminated, or benefits are curtailed, the contractor must determine the difference between the actuarial liability for the segment and the market value of the assets allocated to the segment as of the closure date. Although this difference represents an adjustment of previously determined pension costs, the general rule is that the contractor should make a refund or give credit to the government for its equitable share in the cost

accounting period of closure, not prior cost accounting periods. However, if the contractor continues to perform government contracts, the contracting parties may agree to apply the credit or charge in costing of future contracts.

b. A new definition has been added at CAS 413.30(a)(20) with specific criteria for determining when a segment is closed. The definition describes three events that would give rise to a segment closing within the context of CAS 413.50(c)(12). The first event is when a change in ownership takes place and such change involves more than a mere reorganization within the contractor's internal structure. The second event is when the segment operationally ceases to exist. The third is when the segment ends its contractual relationship with the government irrespective of whether the segment continues in operation.

c. Clarifications on Application of CAS 413.50(c)(12):

(1) In lieu of requiring contractors to recognize negative pension cost for severely overfunded plans, specific language has been added to CAS 413.50(c)(12) that clarifies the government's rights to an adjustment in the case of a segment closing, plan termination, or freezing of benefits (curtailment of benefit gain/loss). The revised Standard retains the principle of deferring the government's recovery of excess assets until the occurrence of an event that triggers the application of CAS 413.50(c)(12).

(2) The coverage has been strengthened to provide greater specificity regarding the methodology and assumptions to be used in calculating the adjustment. The revised coverage also clarifies that the adjustment results in a charge to government contracts when the liabilities of the plan exceed the assets. The revised Standard also provides clarification on the application of CAS 413.50(c)(12) in the following areas:

(a) **Actuarial Assumptions - 413.50(c)(12)(i):** The actuarial liability shall be determined using the accrued benefit cost method based on the long term assumptions used by the contractor in measurement of pension cost on government contracts. This clarification resolves

the issue of whether measurement of the liability is based on the Accumulated Benefit Obligation (an ABO calculation) or the Projected Benefit Obligation (PBO). Clarified coverage requires that the liability be based on the accrued benefit cost method (ABO). The coverage also clarifies that in the absence of a plan termination or settlement of liabilities, contractors are required to use the plan's existing long term actuarial interest rate assumption in measurement of the segment's actuarial liability. As such, the use of the PBGC or ERISA interest assumption would be inappropriate unless the plan is terminated or the pension obligations are settled by the purchase of annuity contracts.

(b) **Plan Improvements - 413.50(c)(12)(iv):** The revised coverage incorporates a 5 year phase-in rule in which increased liabilities are recognized on a prorata basis using the number of months that the plan amendment preceded the date of the event that triggers an adjustment. This provision provides clarification in accounting for plan improvements adopted within 60 months of the event date. The revised coverage makes it clear that contractors must give consideration to this ERISA requirement in measurement of liabilities due to plan amendments. The cost of increased benefits that are not required by law or by a collective bargaining agreement are subject to the sixty month phase-in requirement.

(c) **Transfer of Assets/Liabilities - 413.50(c)(12)(v):** This provision provides clarification on the accounting for pension adjustments when the segment closing involves the transfer of pension assets and liabilities. According to the clarified coverage, no adjustment is required when all the pension assets and liabilities are transferred to a successor in interest to the contracts. On the other hand, if only a portion of the assets and liabilities are transferred, the standard requires that the adjustment be determined after consideration for any transfer of assets and liabilities to a successor contractor.

(d) **Adjustment to Pension costs - 413.50(c)(12)(vi):** The government's share of the pension adjustment is determined based on the cost allocated to all contracts that are subject to the provisions

of CAS 412/413. This coverage makes it clear that CAS covered firm-fixed-price contracts are included in calculation of the segment closing adjustment.

d. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-413.4 Illustrations

The following illustrations are intended to supplement those in paragraph 413.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard.

a. **Problem.** Contractor X was acquired by Contractor Y and renamed Segment B. The entire work force of X was retained by Y following the acquisition. Pursuant to terms of X's pension plan, X employees were paid all vested pension benefits at the time of dissolution of X. The employees, upon coming to work for Contractor Y, were considered "new employees" with no actuarial liability attributable to their past service with Contractor X. Contractor Y's unfunded actuarial liability (UAL) at the time of the merger was \$25 million. Contractor Y has consistently made a composite pension cost calculation for all of its segments and wishes to continue doing so.

Solution. Since Y's pension plan had a disproportionately larger UAL than X's plan at the time of acquisition (i.e., \$25 million vs. -0-), any combining of assets and actuarial liabilities of the two plans would result in a materially different pension cost allocation to Y's segments than if pension costs for Segment B were computed as though it had a separate pension plan. Pension costs must be calculated separately for Segment B.

b. **Problem.** Contractor X computes pension costs separately for Segments A, B, and C. As permitted in CAS 413.50(c)(9), the contractor elects to establish a separate segment for inactive plan participants. Pension costs for the inactive segment are allocated back to A, B, and C on the ratios of the remaining working lives of the work force of the three segments. This method results in the following allocation of inactive segment pension costs:

	Costs	%
Segment A	\$2.5 million	25
Segment B	4.0 million	40
Segment C	<u>3.5 million</u>	<u>35</u>
Total inactive segment costs allocated	<u>\$10.0 million</u>	<u>100%</u>

The actuarial report discloses that the inactive plan participants retired from the following segments:

Segment Retired From	Number of Retirees	%
A	5950	85
B	350	5
C	<u>700</u>	<u>10</u>
	<u>7000</u>	<u>100%</u>

Due to the geographical dispersion of the three segments, few employees had transferred among segments prior to retirement. The high ratio of retirees from Segment A was attributable to a major plant layoff which had occurred 10 years previously.

Solution. The contractor's allocation of inactive segment costs to Segments A, B, and C results in a substantially different amount than would have been allocated if a separate segment for inactive participants had never been established. The auditor should recommend an allocation of inactive segment costs to A, B, and C based on the ratios of the number of retirees from each segment to total retirees.

8-414 Cost Accounting Standard 414 --- Cost of Money as an Element of the Cost of Facilities Capital

a. The standard recognizes the cost of facilities capital as a contract cost. It provides criteria for measuring and allocating an appropriate share of the cost of money which can be identified with the facilities employed in a business.

b. The effective date of this standard was October 1, 1976. Contractors must follow its requirements on all contracts subject to CAS negotiated on or after this date.

c. CAS 414 and the FAR cost principle do not apply to facilities where compensa-

tion for the use of the facilities is based on use rates or allowances in accordance with Federal regulation. Where contractors are compensated for some facilities by use rates and others by depreciation, the contractor should apply CAS 414 to those facilities which are being depreciated.

d. FAR 31.205-10 makes CAS 414 applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed cost of money, where significant, are in compliance with the provisions of CAS 414.

e. See CAS Working Group Papers 77-18 and 77-19 for guidance issued by the CAS Working Group on CAS 414.

8-414.1 General

a. The CAS 414 techniques must be used to compute the cost of money in connection with individual price proposals, forward pricing rate agreements, and with the establishment of final indirect cost rates. The cost of money is an imputed cost which is identified with the total facilities capital associated with each indirect cost pool, and is allocated to contracts over the same base used to allocate the other expenses included in the cost pool. The cost of money may be considered an indirect expense associated with an individual cost pool but separately identified. The cost of money is subject to all the same allocation procedures as any other indirect expense which is allocated on a selected base, and each element of such base, whether allowable or unallowable, should bear its pro rata share of the cost of money.

b. Use of the cost of money factors in final indirect rate determinations and forward pricing proposals is discussed in paragraphs c.(4) and d. below. The calculation of the cost of money for each contract involves several steps.

(1) The average net book value of facilities for each indirect expense pool having a significant allocation of facilities is identified from accounting data used for contract costing.

(2) The cost of money devoted to facilities capital for each indirect expense pool is the product of these net book values

multiplied by the cost of money rates per the Secretary of the Treasury under Public Law 92-41, 85 Statute 97 (distributed semi-annually by Headquarters).

(3) Facilities capital cost of money factors are computed by dividing the cost of money for each pool by the corresponding allocation base. The allocation bases used in this computation must be compatible with the bases used for applying indirect costs in determining contract costs.

(4) The cost of capital committed to facilities is separately estimated, accumulated, and reported for each contract. Each contract's share of the facilities capital cost of money is determined by multiplying the portion of the allocation bases for each indirect expense pool applicable to the contract by the facilities cost of money factor for that pool and adding the products together.

c. The facilities capital cost of money factors, wherever applicable, must be computed in accordance with the CASB-CMF form, Facilities Capital Cost of Money Factors and Computation. The requirements of CAS 414 DFARS Subpart 230.70 should be used in evaluating the contractor's submission. The CASB-CMF form and instructions are included as an appendix to CAS 414.

(1) On the CASB-CMF form, facilities capital items are classified as Recorded Facilities, Leased Property, and Corporate or Group Facilities. Capital leases are to be considered as Leased Property for purposes of the CASB-CMF form. In accordance with CAS Working Group Paper 77-19, operating leases, for which constructive cost of ownership is allowed in lieu of rental costs under government acquisition regulations, are also to be classified as Leased Property. Since cost of money would be an allowable cost if the contractor had purchased the property, the cost of money should be included as an ownership cost in determining whether the allowable cost will be based on constructive ownership cost or leasing cost. Land which is an integral part of the leased facility is subject to the same treatment as the leased facility in computing the cost of money. Land leases for which the land is used in the regular business activity will also be included on the form even though land lease

costs themselves do not generate allowable costs.

(2) Facilities costs are further identified on the CASB-CMF as either "distributed" or "undistributed." Distributed facilities are those capital items which can be identified in the contractor's records as solely applicable to those specific indirect expense pools for which a cost of money rate is to be computed. Undistributed items, which represent the remainder of the business unit's facilities capital, consist primarily of items charged to service centers. Under the regular method, undistributed assets are allocated to the appropriate indirect expense pools on a basis that approximates the actual absorption of depreciation/amortization of the facilities. Under the alternative method provided for in the standard, the undistributed assets are allocated to the G&A expense pool. The alternative method may be used only if the contracting parties agree that depreciation/amortization generated by the undistributed assets is immaterial or the results obtained from this alternative procedure are comparable to those which would have been obtained under the regular method.

(3) In determining the average net book values for facilities employed by the business unit, auditors will be required to examine asset records to the extent necessary in the circumstances.

(a) Initially, the auditor should establish the validity of the average values used by the contractor. The standard provides that, where there has been a major fluctuation in the level of facilities during the cost accounting period, the simple average of the beginning and ending net book values may not be appropriate. Where significant variations have occurred, the auditor should recommend a procedure for calculating the average that more accurately reflects the actual experience.

(b) The facilities capital values used as a basis for the cost of money must, in general, be the same values used to generate allowable depreciation or amortization cost (ASBCA Case No. 32419, Raytheon Co.). Land which is integral to the regular operation of the business unit will be included. Operating leases which are

treated as constructive ownership will be included at net book value on the CASB-CMF form starting with beginning of the lease term. Where leasing costs have previously been accepted as less costly to the government under the lease period, renewal of the lease requires a new comparison of lease/ownership costs. If this comparison results in the allowance of constructive ownership costs in lieu of rental costs, the lease will be included at net book value on the CASB-CMF starting with the beginning of the lease renewal. The net book value will be based on fair value at asset acquisition (date that lease was entered into or renewed if appropriate) less the amount, if any, which would have been depreciated had the asset been purchased. The net book value assigned to the leased asset will not include the cost of money. Leasehold improvements may be considered in computing the cost of money if they are subject to amortization. Goodwill is not to be included in the cost of money computation. The acquisition value for all contractor-owned tangible assets and those leased assets for which constructive cost of ownership is allowed in lieu of rental costs should be determined in accordance with CAS 404. Depreciation charges applicable to assets included in the cost of money computation will be determined in accordance with CAS 409.

(c) To be included in the base for the cost of money computation, the asset must be used in regular business activity. Where a contractor maintains depreciation records for groups of assets, the auditor should evaluate the assets in the group to see if they should be included in the cost of money computation. In addition, the auditors should carefully evaluate contractor land purchases and leases to determine if they are an integral part of the regular operation of the business. The auditor should request the contractor to demonstrate that land purchases and leases in question were acquired as a reasonable response to a prudent forecast of the contractor's regular business activity and therefore are integral to the regular operations of the business. If the purchase/lease costs do not meet this requirement then the auditor should assure

that these costs are properly excluded from the CAS 414 computation. The following would not be considered as being used in the regular business activity.

- Land held for speculation.
- Facilities or capacity which have been determined to be idle in accordance with FAR 31.205-17.
- Assets which are under construction for a contractor's own use (see 8-417.2a.).

Assets which have been constructed or purchased but have not yet been placed into service.

8-414.2 Interest Rates – Cost of Facilities Capital

a. The cost of money rate to be used in computing the cost of money factors is determined by the Secretary of the Treasury under Public Law 92-41, 85 Statute 97. This rate is published semiannually in the Federal Register. The rate published in December is applicable to the period from 1 January through 30 June; the rate published in June is applicable to the period from 1 July through 31 December. Although the interest rates are published semiannually, they are annual rates. Rates in effect since January 1, 1982 are as follows:

	January-June	July-December
1982	14.75%	15.5%
1983	11.25%	11.5%
1984	12.375%	14.375%
1985	12.125%	10.375%
1986	9.75%	8.5%
1987	7.625%	8.875%
1988	9.375%	9.25%
1989	9.75%	9.125%
1990	8.5%	9.0%
1991	8.375%	8.5%
1992	6.875%	7.0%
1993	6.5%	5.625%
1994	5.5%	7.0%
1995	8.125%	6.375%
1996	5.875%	7.0%
1997	6.375%	6.75%
1998	6.250%	6.0%
1999	5.0%	6.5%
2000	6.75%	7.25%
2001	6.375%	5.875%
2002	5.5%	5.25%

	January-June	July-December
2003	4.25	

b. In calculating final facilities capital cost of money factors, the cost of money rate is the prorated average of the treasury rates. For example, the cost of money rate for fiscal year ending October 31, 1995 would be computed as follows:

Period	Treasury Rate	Weighting	Cost of Money Rate
1994 2nd Half	7.0%	2/12	1.167%
1995 1st Half	8.125%	6/12	4.063%
1995 2nd Half	6.375%	4/12	<u>2.125%</u>
			<u>7.355%</u>

The contractor must compute and support the cost of money factors. Based on the auditor's recommendation, the CFAO determines whether the factors are valid for contract cost and pricing purposes.

c. A contractor may change its fiscal year due to a merger, business combination, or other valid reason. When a cost accounting period is not a 12-month period, the cost of money rates must be adjusted to reflect the applicable accounting period. This is because the cost of money rates are annual rates, whereas the asset net book values of the contractor's assets and allocation bases reflect a period other than the normal 12-month period. For example, the cost of money rate for a 6 and 15 month accounting period ending December 31, 1995 would be computed as follows:

6-Month Accounting Period

Period	Treasury Rate	Weighting	Cost of Money Rate
1995 2nd Half	6.375%	6/12	3.1875%

15-Month Accounting Period

Period	Treasury Rate	Weighting	Cost of Money Rate
1994 2nd Half	7.000%	3/12	1.7500%
1995 1st			

Half	8.125%	6/12	4.0625%
1995 2nd Half	6.375%	6/12	<u>3.1875%</u>
			<u>9.0000%</u>

8-414.3 Evaluating the Contractor's Computations

a. The CASB-CMF form will be used to support the cost of money factors used in incurred cost allocations and forward pricing proposals. In developing the factors used in forward pricing proposals, the contractor should take into account the latest available cost of money rate and a forecast of the facilities net book values and allocation bases for each cost accounting period of contract performance. In some instances, where projected asset value and allocation bases are not expected to vary significantly from the latest completed cost accounting period, the same facilities values and allocation bases as are required for retroactive cost determination may be used for forward pricing purposes.

(1) In as much as significant changes in any of the variables, i.e., net book value of facilities, the treasury rate or the allocation base may change the relationship and affect the cost of money factor, the auditor should closely evaluate any proposed cost of money calculation before it is accepted as a basis for negotiation. The latest available semiannual interest rate should be verified and known or anticipated additions/deletions of assets, as well as the effect of the annual depreciation on the net book value, should be examined. The allocation bases used in the cost of money computation should be compared for consistency with those used in estimating indirect cost rates.

(2) When the average cost of money rate to be used in costing the contract is known, this average rate should be used in lieu of the latest semiannual treasury rate. This situation could occur when a short-term contract is negotiated and performed within the 6-month period after all the rates to be weighted in the actual historical cost of money are known. As an example, a contractor on a calendar year

basis receives a contract on July 1, 1987, with a performance period of July 1, 1987 to December 31, 1987. The treasury rate for July 1, 1987 to December 31, 1987 was published in June 1987. Since the contract will be costed after-the-fact using the arithmetic average of the two semiannual rates for 1987, $7.625\% + 8.875\% / 2 = 8.25\%$, the 8.25 percent rate should also be used for pricing the contract. Auditors should be aware that the interest rate which will be in effect during the negotiation and applied to the contractor's estimate may not be known when the audit report is written. If this is the case, we should qualify the audit report regarding the allocable cost of money. The qualification should advise that if a new rate is available, the PCO should consider recomputing the cost of money amount before finalizing negotiations.

b. In accordance with CAS 414, cost of money is allocable to IR&D and B&P projects. However, it should be accounted for separately and not included in IR&D/B&P costs for the purpose of determining whether the established ceiling has been exceeded. The cost of money allocable to unallowable IR&D and B&P costs (that is, that portion which exceeds the established ceiling) shall be considered unallowable.

c. Contractors will include the amount proposed for cost of money in the proposal, supported by Form CASB-CMF and any other detail required to comply with 10 U.S.C. 2306a, Truth in Negotiations. Where the contractor elects to exclude the cost of money from its proposal or claim for reimbursement, such costs should be designated as unallowable and may not be included in profit. In addition, the contractor is still required to compute the cost of money factors in accordance with CAS 414. The failure to make the computation is considered a violation of a major requirement of the standard. In virtually all cases, however, the noncompliance will not result in increased cost paid by the government. We should therefore issue non-compliance reports only if the acquisition office or the CFAO requests them. If no such request is made, we will advise the CFAO by memorandum of the technical noncompliance. We will also include ap-

propriate comments in the proposal audit report as well.

d. Request for audits of the contractor's computation of the cost of money may be received in connection with individual price proposals, forward pricing rate agreements, and the establishment of final indirect cost rates. With each of these audits, the report to the CFAO will state whether the contractor has complied with the standard and the requirements of the acquisition regulations.

e. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-415 Cost Accounting Standard 415 --- Accounting for the Cost of Deferred Compensation

a. The purpose of this standard is to provide criteria for measuring deferred compensation costs and assigning those costs to cost accounting periods. It applies to all deferred compensation costs except for compensated absences and pension costs covered in CAS 408 and CAS 412.

b. The standard was effective July 10, 1977. It must be applied to all new deferred compensation awards made in the next fiscal year after receipt of a CAS-covered contract to which the standard is applicable. It does not disturb the contractual provisions applicable to prior awards. It allows the deferred compensation cost awarded before the applicability date to be allocated as a cost when paid under existing contracts.

c. FAR 31.205-6(k) makes CAS 415 applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed deferred compensation costs, where significant, are in compliance with the provisions of CAS 415.

8-415.1 General

a. Deferred compensation is an award made by an employer to compensate an employee in a future cost accounting period for services rendered prior to receipt of compensation. It does not include nor-

mal year-end salary, wage, or bonus accruals.

b. Deferred compensation costs are measured by the present value of future benefits to be paid and are assigned to the cost accounting period in which the contractor becomes obligated to compensate the employee. The contractor incurs this obligation when:

(1) The requirement for future payment cannot be unilaterally avoided by the contractor.

(2) The award is to be paid in money, other assets, or shares of the contractor's stock.

(3) The future payment can be measured reasonably accurately.

(4) The recipient of the award is known.

(5) Events entitling an employee to receive an award have a reasonable probability of occurrence.

(6) There is reasonable probability that stock options will be exercised. These conditions are basically those recognized under generally accepted accounting principles for establishing a liability. Where these conditions are not met, the deferred compensation cost will be assigned to the period of payment.

c. If the award is based on employee's performance of future service to receive benefits, the contractor's obligation is established as the future service is performed.

d. The treasury rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Statute 97, effective when the cost is assigned, will be used for computing the present value of future benefits. The treasury rate considers current private commercial interest rates for loans maturing in approximately five years and is considered the most appropriate rate for discounting deferred compensation costs.

e. The measurement and assignment of present values of future benefits to cost accounting periods should be separate for each award. However, the cost estimated on a group basis for employees covered by a deferred compensation plan will be acceptable if the cost can be measured with reasonable accuracy and includes an adjustment for probable forfeitures.

f. The auditor's evaluation should:

(1) Identify all deferred compensation awards currently provided to employees.

(2) Determine what accounting changes, if any, are contemplated as a result of the standard. (According to FAR 52.230-6, the contractor is required to describe to the ACO the kind of changes required by the standard.) If the contractor previously utilized a cash basis of accounting for deferred compensation costs on government contracts, a change from a cash to an accrual basis will be required for all new awards made after the applicability date of the standard.

(3) Verify, through examination of the award provisions, that all applicable conditions for establishing the obligation for compensation have been met for those awards in which the entire cost is recognized in the year of award.

(4) Evaluate the present-value calculations to determine that the treasury rate specified in the standard has been used correctly.

(5) Evaluate costs for proper credit of estimated forfeitures, based on past experience and future expectations, where deferred compensation costs are accounted for on a group basis.

g. Interest cost will be included in computing future benefits for all deferred compensation cash awards which provide for the payment of interest. The allowability of such interest cost will be determined in accordance with applicable acquisition regulations. If the award stipulates a fixed interest rate, the interest cost is assigned at the fixed rate to the cost accounting period in which the contractor is obligated to compensate the employee. Some deferred compensation awards provide for the payment of interest at variable rates from the date of the award until payment. When the variable rate is based on specified index which is determinable by cost accounting period, the interest cost is assigned to the applicable period at the actual rate for the index at the close of the period. Since that rate may vary from the actual rates in future periods, adjustments will be made in any future period in which the variable rate materially affects the cost of deferred compensation. When the variable rate is not based on a specified index and is not de-

terminable by year, the total interest cost will be assigned to the period of payment. The auditor should evaluate each deferred compensation plan which provides for a cash award, to determine whether the payment of interest is required. For each plan which provides for interest, the auditor should check the contractor's annual interest cost calculation to ascertain that only interest costs for which the rates are fixed or based on specific indices have been accrued.

h. If a deferred compensation plan for a cash award requires irrevocable funding (including interest) of future payments to employees, the amount irrevocably funded will be assigned to the cost accounting period in which the funding occurs.

i. The deferred compensation cost of an award of contractor stock will be based on the current or prevailing market value of the stock (as indicated by market quotations) on the date the number of shares awarded becomes known. It should be noted that the standard does not provide for present value discounting of the market price for stock. Since the market price is presumed to reflect future expectations, further discounting would not be appropriate.

j. The cost of an award of an asset other than cash, will be based on the market value of the asset when the award is made. If the market value is not available, a fair value of the asset will be established. The auditor should verify that the claimed market value of the asset is supported by a valid appraisal obtained from an outside source.

k. If the terms of an award of either cash, other assets, or stock require that an employee perform future service to receive benefits, the deferred compensation cost will be assigned on a pro rata basis to those applicable periods of current and future service. The standard does not specify the method or proration but provides that the proration be based on the circumstances of the award. The requirement of the standard conforms with Accounting Principles Board Opinion No. 12 which states that only the portion applicable to the current period should be accrued if elements of both current and future services are present. The auditor should determine the basis on which the

contractor prorates costs between current and future periods. Where deferred compensation plans do not clearly establish a basis for prorating costs between accounting periods, the contractor will be required to support the prorations. In most instances the contractor, because of the ease of computation, will prorate the costs evenly over the number of years of additional service required before exercise of the award. For example, a contractor, declaring a year-end cash award to key employees under a plan requiring three additional years of service before payment, prorates the cost evenly over the following three years (excluding adjustment for present value factors). The contractor's proration would be accepted by the auditor unless the circumstances of the award clearly indicated that the award was related in total, or in part, to past services rendered.

l. Any forfeitures which reduce the contractor's obligation for payment of deferred compensation will be credited to contract costs in the period the forfeiture occurs. The reduction will be the amount of the award assigned to the prior period(s), plus interest compounded annually at the Secretary of the Treasury rate under Public Law 92-41, 85 Statute 97. For irrevocably funded plans, the reduction will be the amount initially funded, adjusted for a pro rata share of fund gains or losses. The voluntary failure of a recipient to exercise a stock option is not considered a forfeiture. If the cost of a cash award for a group deferred compensation plan is later determined to be greater than the amount initially assigned due to an overestimate of forfeitures, the additional cost attributable to the incorrect estimate will be assigned to the cost accounting period in which the revised cost becomes known.

m. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-415.2 Illustrations

The following illustrations are intended to supplement those in paragraph 415.60 of the standard. They are to be

used as a guide in determining whether a contractor's practices comply with the provisions of the standard.

a. **Problem.** The cost of a contractor's deferred compensation plan for a cash award is assigned to the cost accounting period in which the award is made. Under the provisions of the plan, the contractor has complete authority over forfeiture. If an employee is reassigned or laid off before he is eligible for benefits, the contractor may forfeit the employee's rights to the benefits.

Solution. Under CAS 415.50(a), one criteria for incurring an obligation is that the contractor cannot unilaterally avoid future payment. As a result of the contractor's discretionary control over the forfeiture provisions, this would not be considered a valid obligation. The cost should therefore be assigned to the year paid, not the year awarded.

b. **Problem.** The contractor's deferred compensation requires all cash awards to be increased by an eight percent interest factor.

Solution. The cost of future benefits assigned to the current accounting period should include interest cost calculated at eight percent compounded annually according to CAS 415.50(d)(1).

c. **Problem.** The contractor accounts for the cost of a cash award deferred compensation plan on a group basis, adjusted for an estimated four percent forfeiture allowance. At the close of its fiscal year 1987 the actual cost of forfeitures amounted to only three percent as a result of a lower employee turnover than was originally anticipated.

Solution. The additional cost resulting from the overestimated forfeiture allowance should be charged to deferred compensations costs in fiscal year 1987.

d. **Problem.** The contractor has a deferred compensation plan which specifies that an employee receiving a cash award must remain with the company for three years after the award to receive benefits. On March 31, 1987 (fiscal year-end) the contractor awards \$5,000 to an employee to be paid on March 31, 1990. According to the plan's requirement for irrevocable funding of future payments, the cost pay-

able to the employee on March 31, 1990 was funded on March 31, 1987.

Solution. The entire amount irrevocably funded must be assigned to the fiscal year ending March 31, 1987 according to CAS 415.50(d)(6).

e. **Problem.** The circumstances are the same as for problem d. above except the employee voluntarily terminates his employment on May 30, 1987. On the date of termination the fund has appreciated eight percent.

Solution. The amount irrevocably funded plus eight percent for the fund gain will be credited to deferred compensation costs in fiscal year-end March 31, 1988 as a forfeiture reduction.

f. **Problem.** The contractor maintains a self-insured retiree death benefit plan for which costs are recorded at the time the death benefit is paid. Questions have been raised as to whether these benefits should be considered deferred compensation subject to CAS 415 and whether the liability for currently retired employees should be accrued.

Solution. These benefits are not deferred compensation as contemplated in CAS 415. CAS 415.50(a)(3) requires a reasonably accurate measurement of future payments as a condition for accrual. Retiree death benefits could only be accrued by introducing mortality assumptions and this was not considered to fall within the meaning of "reasonable accuracy" as used in the standard.

8-416 Cost Accounting Standard 416 --- Accounting for Insurance Cost

CAS 416 provides criteria for the measurement of insurance costs, the assignment of such costs to cost accounting periods, and their allocation to cost objectives. The standard was effective July 10, 1979 and is applicable to a contractor on or after the start of its next accounting period beginning after the receipt of a CAS-covered contract.

8-416.1 General

a. CAS 416 covers accounting for purchased insurance, self-insurance, and payments to a trustee of an insurance fund. When

coverage is obtained through purchase of insurance or payment into an insurance fund, the premium or payment normally should represent the insurance cost. Amounts representing coverage for more than one year should be assigned pro rata among the cost accounting periods covered by the policy term. When coverage is not obtained through purchased insurance or payment into an insurance fund, the contractor should follow a program of self-insurance in accordance with criteria in the standard. Self-insurance is defined as the assumption or retention of the risk of loss by a contractor, either voluntarily or involuntarily. Absence of insurance is regarded as one form of self-insurance. The contractor should make a self-insurance charge for each period for each type of self-insured risk based on an estimate of the projected average loss for that period. Insurance administration expenses which are material in relation to total insurance costs should be allocated on the same basis as the related costs.

b. FAR 31.205-19 makes the self-insurance provisions of CAS 416 applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed insurance costs, where significant, are in compliance with the provisions of CAS 416.

8-416.2 Guidance

a. The standard requires the contractor to maintain records to substantiate the amounts of premiums, refunds, dividends, losses, and self-insurance charges. Records should also show the frequency, amount, and location of actual losses by major type of risk.

b. A contractor may need memorandum records to reflect material differences between insurance costs determined in accordance with CAS 416 and those includable in financial statements prepared in accordance with Financial Accounting Standards Board (FASB) Statement 5, Accounting for Contingencies. FASB Statement 5 does not permit an accrual for loss contingencies in a contractor's financial accounting records unless (1) an asset has been impaired or a liability incurred at the date of financial statements and (2) the amount can be rea-

sonably estimated. Insurance costs determined in accordance with CAS 416 cannot be accrued in financial accounting records unless they represent purchased insurance, actual payment to a trustee, or the recognition of an actual loss. A self-insurance charge which only represents exposure to the risk of loss cannot be accrued.

c. Exposure to the risk of loss may differ significantly between defense and commercial operations and products. When risks differ significantly, defense and commercial insurance costs should be accumulated and allocated separately.

d. The audit of insurance premiums and payments to trustees should include:

(1) Examining insurance policies to determine the basis for establishing and adjusting premiums, and any provision for deposits and reserves.

(2) Determining whether the contractor controls or has a financial interest in the insurer. Purchase of insurance from a related organization may be a form of self-insurance which should be audited in accordance with 8-416.2e.

(3) Examining the transactions in connection with an insurance reserve or fund in order to establish compliance with CAS 416.50(a)(iv) and (v).

(4) Evaluating direct allocations of premium costs to final cost objectives to detect possible noncompliance with CAS 402.

(5) Evaluating the assignment of premiums, refunds, and assessments to and among cost accounting periods.

e. CAS 416 does not establish minimum financial requirements for a contractor's self-insurance program. In order to assure that a contractor has adequate financial resources for a self-insurance program, FAR 31.205-19 requires contracting officer approval of a self-insurance program before the related costs are allowable. Auditors may be requested to furnish data in connection with the evaluation of the proposed self-insurance program. Self-insurance charges should be audited for compliance with CAS 416 and the approved program. The audit of self-insurance charges should include:

(1) Evaluating the contractor's overall self-insurance program and the adequacy of supporting records.

(2) Analyzing the nature, amount and pattern of actual insurance losses.

(3) Evaluating the contractor's method of estimating projected average loss from actual loss data.

(4) Comparing the self-insurance charge with the cost of purchased insurance when it is available.

f. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-416.3 Illustrations

The following illustrations are intended to supplement those in paragraph 416.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard's provisions.

a. **Problem.** Contractor X establishes an approved self-insurance program to cover employee group health plans beginning with its next accounting period. The contractor makes a self-insurance charge based on analysis of its actual loss experience over the prior 10-year period and an evaluation of anticipated conditions. The auditor determines that a well-known insurance company offers coverage at a cost materially lower than the self-insurance charge. The contractor refuses to purchase insurance because the insurance company is a subsidiary of a competitor and has a poor reputation.

Solution. The contractor's practice complies with CAS 416 even though purchased insurance is available at a lesser cost. Paragraph 5 of the supplemental information published with CAS 416 states that the limitation in CAS 416.50(a)(2)(i) is intended to apply only when the cost of comparable purchased insurance is used as a convenient method of estimating the projected average loss. The contractor's action is still subject to the test of reasonableness contained in FAR 31.201-3, and the difference between the cost of self-insurance and purchased insurance should be questioned if there is sufficient evidence that the contractor's reasons are not valid.

b. **Problem.** Contractor Y proposes to discontinue its purchased insurance cov-

erage and become self-insured without setting aside specific financial resources to cover future losses.

Solution. If the self-insurance charge is measured and allocated properly following the criteria in CAS 416.50(a)(2), the proposed practice complies with the standard regardless of the availability of specific financial resources to cover future losses. The same cost, however, may be unallowable under provisions of FAR 31.205-19 if the self-insurance program has not been approved by the CFAO.

8-417 Cost Accounting Standard 417 --- Cost of Money as an Element of the Cost of Capital Assets Under Construction

a. This standard establishes criteria for the measurement of the cost of money attributable to capital assets under construction, fabrication, or development as an element of the cost of those assets. The standard was effective December 15, 1980. It is applicable on or after the start of the next fiscal year beginning after receipt of a contract to which the standard applies.

b. FAR 31.205-10 makes CAS 417 applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed cost of money costs, where significant, are in compliance with the provisions of CAS 417.

8-417.1 General

a. The standard's fundamental requirement provides that the cost of money applicable to the investment in tangible and intangible capital assets being constructed, fabricated, or developed for a contractor's own use, shall be included in the capitalized acquisition cost of such assets.

b. For each capital asset being constructed, fabricated, or developed, a representative investment amount shall be determined each cost accounting period, giving appropriate consideration to the rate at which costs of construction are incurred. The cost of money applicable to each asset shall be calculated using the

applicable interest rates determined by the Secretary of the Treasury under Public Law 92-41, 85 Statute 97 (distributed semi-annually by Headquarters).

c. Cost of money shall not be capitalized for any period during which substantially all the activities necessary to get the asset ready for its intended use are discontinued unless such discontinuance arises out of causes beyond the control and without the fault or negligence of the contractor.

8-417.2 Guidance

a. CAS 417 applies to both tangible and intangible assets being constructed, fabricated, or developed for a contractor's own use. Cost of money applicable to land should be added to the basis of the land rather than to the depreciable portion of the asset under construction. Land should not be included in the representative cost until the start of activity necessary to get it ready for its intended use, such as foundation development, landscaping, etc.

b. Cost of money should be computed only once for each cost accounting period that the asset is under construction based on the representative investment during the cost accounting period. Amounts capitalized as cost of money in one cost accounting period should be included in the representative investment for succeeding periods. Cost of money shall be calculated using the time-weighted interest rates determined by the Secretary of the Treasury. It is not necessary to enter the cost of money on the accounting records; however, the contractor should make a memorandum entry of the cost and maintain, in a manner that permits audit and verification, all relevant schedules, cost data, and other data necessary to support the entry.

c. The representative investment is the calculated amount considered invested by the contractor in the project to construct, fabricate, or develop the asset during the cost accounting period. In calculating the representative investment, consideration must be given to the rate of expenditure pattern of this investment. For example, if most of the investment was at the end of the cost accounting period, the representative investment calculation must reflect this

fact. DFARS Subpart 230.71 provides guidance in computing representative investment where a contractor experiences an uneven or irregular expenditure pattern.

d. The standard requires that if substantially all activity necessary to get the asset ready for its intended use is discontinued, cost of money shall not be capitalized for the period of discontinuance. However, when such discontinuance occurs beyond the control and without the fault or negligence of the contractor, the cost of money will continue to be capitalized. Therefore, the construction-in-progress accounts should be scrutinized to see if activity has ceased or dropped to a nominal amount. If this occurs, the circumstances should be examined. Brief interruptions and delays because of technical construction problems, labor disputes, inclement weather, shortage of material, etc. will not require discontinuance of capitalization of cost of money.

e. Assets purchased but not immediately put into service because they require installation are permitted to be included in the base for determining cost of money during the period of installation. However, caution should be taken to ensure that the activities necessary to get the asset ready for its intended use are not discontinued.

f. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-417.3 Illustrations

The following illustration is intended to supplement those in paragraph 417.60 of the standard. It is to be used as a guide in determining whether a contractor's practices comply with the standard's provisions.

Problem. A contractor purchases a turbine for \$1 million on January 1, 1986. The installation requires six months and is completed on June 3, 1986. The contractor capitalizes cost of money during the six-month period of installation stating that it was the CASB's intent that contractor investment be recognized through cost of money.

Solution. The contractor is entitled to capitalize cost of money during the six-

month installation period. However, in the event that the activities necessary to get the asset ready for its intended use are discontinued, cost of money will not be capitalized for the period of discontinuance.

8-418 Cost Accounting Standard 418 --- Allocation of Direct and Indirect Costs

CAS 418 requires the consistent classification of costs as direct or indirect, establishes criteria for accumulating indirect costs in indirect cost pools, and provides guidance on allocating indirect cost pools. The standard was effective September 20, 1980. It is applicable on or after the start of the second fiscal year beginning after receipt of a contract to which the standard applies.

8-418.1 General

The standard's fundamental requirements provide that (1) a business unit shall have a written statement of accounting policies and practices for classifying costs as direct or indirect which shall be consistently applied; (2) indirect costs shall be accumulated in indirect cost pools which are homogeneous; and (3) pooled costs shall be allocated to cost objectives in reasonable proportion to the beneficial or causal relationships of the pooled costs to cost objectives. While the CAS and the FAR are similar with regard to the conceptual basis, the standard goes beyond the requirements of the FAR and provides more definitive guidance for allocation base selection.

8-418.2 Guidance

a. The requirement for a written statement of accounting policies for classifying costs as direct or indirect is a critical aspect for assuring consistent implementation of this standard. If information disclosed by the contractor in "Part III, Direct vs. Indirect," Item 3.1.0, of the Disclosure Statement is insufficient to meet this requirement, the contractor should be requested to furnish additional detail.

b. Materiality is emphasized in evaluating any perceived need for change in cost accounting practices. Materiality criteria are in 48 CFR 9903.305.

c. When a noncompliance condition is not reported because the amounts are not material, periodic evaluations are required to ascertain that the amounts remain immaterial. Noncompliant conditions that currently involve immaterial amounts but which may involve material amounts in the future should be reported to the CFAO in accordance with 8-302.7.

d. The creation of additional indirect cost pools should be required only if changes will result in materially different cost allocations.

e. Homogeneity of indirect cost pools is a significant requirement of the standard; however, a pool may be considered homogeneous if the separate allocation of costs of the dissimilar activities would not result in a materially different allocation of cost to cost objectives. Where there are no audit problems with the existing structure, it is not anticipated that CAS 418 would require further audit of the homogeneity of indirect cost pools. However, the allocation base for those pools must still be audited for compliance with the standard.

f. Where current problems regarding the allocation of direct and/or indirect costs do exist, CAS 418 provides authoritative support and criteria which may be helpful in formulating an acceptable solution.

g. Where the contractor is establishing new indirect cost pools, careful attention should be directed toward whether the pools meet the requirements of the standard. Audit considerations, applicable to conditions both before and after the establishment of a new pool, should include propriety of the allocation base, homogeneity of the cost pools, and materiality.

h. For purposes of selecting an allocation base, CAS 418 distinguishes between two types of indirect cost pools: (1) those which include a material amount of the costs of management and supervision of activities involving direct labor or direct material, and (2) those which do not.

(1) If an indirect cost pool contains a material amount of the costs of management or supervision of activities involving direct labor or direct material, the standard requires selecting an allocation base representative of the activity being supervised. Allocation bases are limited to direct labor hours or dollars, machine hours, units of production, or material costs, whichever is more likely to vary in proportion to the costs included in the cost pool being allocated.

(2) If an indirect cost pool does not contain material amounts of the costs of management or supervision of activities involving direct labor or direct material, the standard specifies criteria for selecting a base representing an appropriate measure of resource consumption. The standard establishes a hierarchy of acceptable representations of beneficial or causal relationships between the activities in the pool and benefiting cost objectives. The best representation is a measure of the resource consumption of the activities of the indirect cost pool. If consumption measures are unavailable, or impractical to ascertain, the next best representation is a measure of the output of the activities of the indirect cost pool. If neither resources consumed nor output of the activities can be measured practically, the standard requires the use of a surrogate that varies in proportion to the services received to be used as a measure of resources consumed.

i. The allocation base used should result in an allocation to cost objectives in reasonable proportion to the beneficial or causal relationship of the pooled costs to cost objectives. Where the allocation base used is direct labor hours or dollars, all work accomplished, including hours worked in excess of 8 hours per day/40 hours per week by exempt employees or assigned costs, should be included as appropriate in the base for allocation of overhead costs. (See 6-410.3d.)

j. A special allocation of indirect costs is permitted if a particular final cost objective (e.g., contract) would receive a disproportionate allocation of indirect costs from an indirect cost pool. However, the allocation from the indirect cost pool to a particular final cost objective

must be commensurate with the benefits received. The amount of special allocation must be removed from the indirect cost pool and the particular final cost objective's base costs must be removed for the base used to allocate the indirect cost pool. The CAS 418.50(f) provision is applicable to a particular final cost objective, rather than to classes of contracts or final cost objectives. It appears the intent is to use the special allocation provision in exceptional cases to resolve situations where equitable allocation cannot be achieved by normal methods. When a special allocation under CAS 418.50(f) is used, it must be described in the contractor's Disclosure Statement. Otherwise, the contractor would be in noncompliance for failure to follow its disclosed practices.

k. The criteria in CAS 407 should be applied to the use of average and preestablished direct labor rates. Material variances must be allocated annually to cost objectives in proportion to costs previously allocated.

l. Contractors are required to review preestablished rates for indirect costing at least annually, and revise the rates to reflect anticipated conditions. In addition, variances between actual or anticipated rates and preestablished rates must be disposed of at least annually, if material.

m. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-418.3 Illustrations

The following illustrations are intended to supplement those in paragraph 418.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard's provisions.

a. **Problem.** Contractor A proposes to establish an allocation method for the central reproduction cost center. The contractor wants to use the number of personnel in each department as the base for allocation of the cost center.

Solution. A central reproduction cost center does not contain a material amount

of management and supervision of activities involving direct labor and direct material. Hence, the selection of a base is governed by CAS 418.50(e). Number of personnel is a surrogate for resource consumption which may be representative of the beneficial or causal relationship between the cost center and the benefiting cost objectives. However, acceptability of this base requires an analysis of the availability of more preferred bases:

(1) The best measure of resource consumption related to a central reproduction cost center may be equipment usage (hours). However, if the reproduction equipment does not have time meters and installation is not cost-effective, the use of such a base would be impractical.

(2) The next best representation of beneficial or causal relationship is output. A base consisting of the number of reproduced pages might be selected as an appropriate allocation measure of the output of the activities of the central reproduction cost center. However, if it is not practical to measure the number of pages reproduced for each requesting activity, a surrogate that varies in proportion to the services rendered may be used to measure the resources consumed.

(3) Such a surrogate could be the number of personnel in each department if past experience demonstrates that the number of requisitions varies in reasonable proportion to departmental population, thereby constituting a reasonable measure of the activity of the cost objectives receiving the service. Accordingly, the method adopted by the contractor could constitute an acceptable allocation basis, depending upon the circumstances.

b. **Problem.** An audit of contractor B reveals that several indirect cost pools contain costs of activities having dissimilar beneficial or causal relationships to cost objectives to which the pool is allocated. Further analysis indicates that allocation of the costs of the activities, included in the cost pool, result in an allocation to cost objectives which is not materially different from the allocation that would result if the costs of the activities were allocated separately.

Solution. The contractor's practice is currently in compliance with CAS

418.50(b)(1). However, if it is expected that the practice will have a material impact in the future and the probability of this impact can be specifically commented upon, the situation should be reported to the cognizant CFAO. In addition, periodic followup audits should be performed to ascertain whether circumstances have changed the allocation differences from immaterial to material.

c. **Problem.** The base for allocation of overhead costs at contractor C is direct labor hours. Although contractor C's salaried employees work on the average 60 hours a week, only 8 hours per day and 40 hours per week are recorded on the employees' timesheets. Floor checks and employee interviews have revealed that the excess hours worked by salaried employees are, in many cases, incurred on cost type contracts in an overrun situation, bid and proposal costs in excess of the negotiated ceiling, and other fixed price and commercial work.

Solution. Subject to the criteria of materiality, the contractor should be cited as being in noncompliance with CAS 418.50(d) in that the base selected to measure the allocation of the pooled costs to cost objectives is not a base representative of the activity being managed or supervised and all significant elements of the selected base have not been included. The contractor should be required to record excess hours worked by salaried employees and include all direct labor hours worked in the base for allocation of overhead costs. (See 6-410.)

8-419 Reserved

8-420 Cost Accounting Standard 420 --- Accounting for Independent Research and Development Costs and Bid and Proposal Costs (IR&D and B&P)

a. This standard provides criteria for the accumulation of IR&D/B&P costs and for the allocation of such costs to cost objectives. The standard was effective March 15, 1980 and must be followed as of the start of the second fiscal year beginning after the receipt of a CAS-covered contract. It does not apply to contractors subject to Office of Management and Budget Circular

A-87, Cost Principles for State and Local Governments.

b. FAR 31.205-18 makes CAS 420 partially applicable to all contracts, even contracts which are not CAS-covered or subject only to modified CAS-coverage. Auditors should ensure that proposed or claimed IR&D/B&P costs, where significant, are in compliance with the provisions of CAS 420.

8-420.1 General

The standard provides that IR&D/B&P costs are to be accumulated by project. Under specific conditions, costs of IR&D/B&P projects performed by a segment but benefiting more than one segment must be accumulated at the home office. Home office IR&D/B&P costs are to be allocated to segments through (1) allocation to specific segment(s) when beneficial or causal identification can be made, or (2) use of the CAS 403 residual expense allocation base. Special allocations are also permitted. IR&D/B&P costs accumulated at segments (including home office allocations and transfers from other segments) will be allocated to final cost objectives using the same base used for G&A expenses under CAS 410; however, special allocations are permitted.

8-420.2 Guidance

a. The requirements for accumulation of IR&D/B&P costs by project and home office accumulation of IR&D/B&P projects benefiting more than one segment increase the need for maintaining close coordination between the CAC, CHOA, or GAC and auditors at operating segments. It is necessary that project identification be retained on costs transferred from a segment to a home office in order that appropriate allocations from the home office to all benefiting segments can be accomplished. The coordination process includes audits of advance agreement proposals and audits of incurred costs.

b. The standard provides that IR&D/B&P costs accumulated at the home office which can be identified with one or more specific segments shall be

allocated to the specific segment(s). The standard does not specify the allocation method to be used when two or more (but not all) segments of an organization benefit from a specific IR&D/B&P project. In evaluating the method used, consideration must be given to whether the base will reasonably match cost distributions with the beneficial or casual relationships between the IR&D/B&P projects and the segments. The most straightforward base would consist of the same components used to allocate home office residual expenses. However, among other potentially acceptable bases are total cost input and production labor hours or dollars. This listing is not all inclusive and any base which reasonably matches cost with the beneficial or causal relationships between IR&D and B&P projects and benefiting segments would be acceptable under the provision of the standard.

c. The standard's prefatory comments indicate that a definition for B&P administrative costs was proposed by commentators, i.e., "B&P administrative costs, when not separately identified and classified as B&P costs in accordance with the contractor's normal accounting practice, are not considered B&P costs for the purpose of this standard." The CASB concluded that the proposed definition was not necessary because it dealt with allocation requirements which are addressed in CAS 420.50(a)(1). CAS 420.50(a)(1) states that IR&D/B&P project costs shall include ". . . costs, which if incurred in like circumstances for a final cost objective, would be treated as direct costs of that final cost objective" B&P administrative costs, when not separately identified, may be excluded from the B&P pool if in accordance with the contractor's normal accounting practice. B&P administrative costs which are charged to an overhead (non-B&P) pool are not construed as being incurred "in like circumstances for a final cost objective." Therefore, the standard does not disturb the accounting treatment of B&P administrative costs under the FAR provisions.

d. Special allocations of IR&D/B&P costs are permitted from the home office to specific segments and from segment cost pools to specific final cost objectives pro-

vided the particular segment or final cost objective would receive a disproportionate allocation of the costs by using the prescribed allocation base. However, the special allocation must be commensurate with the benefits received. The provisions governing special allocations (CAS 420.50(e)(2) and 420.50(f)(2)) are applicable to occurrences which are exceptions to the contractor's normal operation, and are not intended for application to segment groups or classes of contracts or final costs objectives. As is the case with special allocations under CAS 403.40(c)(3) and 410.50(j), it appears the CASB's intent is to use the special allocation provisions to resolve specific situations where equitable allocation cannot be achieved by normal methods. When a special allocation under CAS 420.50(e)(2) or 420.50(f)(2) is used, it must be described in the contractor's disclosure statement.

e. The standard provides that any work performed by one segment for another segment shall not be treated as IR&D or B&P costs of the performing segment unless the work is part of an IR&D or B&P project of the performing segment (CAS 420.50(d)). If the work of the performing segment does not qualify as IR&D or B&P effort, the costs, including business unit G&A expenses, are transferred directly to the receiving segment. Auditors at the performing segment will have the primary responsibility for evaluating the propriety of the accounting treatment of these inter-divisional costs.

f. If noncompliances are found, the auditor must ascertain their significance and make appropriate recommendations as outlined in 8-302.7.

8-420.3 Illustrations

The following illustrations are intended to supplement those in paragraph 420.60 of the standard. They are to be used as a guide in determining whether a contractor's practices comply with the standard.

a. **Problem.** A contractor currently uses a total cost input allocation base for G&A. In implementing CAS 420, this contractor proposes to exclude purchased services and major subcontracts from the allocation base for IR&D/B&P costs,

citing the special allocation provisions of CAS 420.50(f)(2). The contractor points out that this practice, i.e., the exclusion of these costs from allocation of IR&D/B&P, has been accepted in previous years.

Solution. This practice would not be in compliance with the standard. Allocation of IR&D/B&P costs to final cost objectives is to be on the same allocation base used for G&A. Special allocations for classes of contracts (e.g., exclusions of major subcontracts from the base) are not appropriate under CAS 420.50(f)(2). The special allocation provision in CAS 420.50(f)(2) is limited to circumstances of a particular final cost objective.

b. **Problem.** Contractor H charges an engineering department's typing services for proposal preparation direct to B&P projects. General support typing services applicable to B&P and other departmental effort are not separately identified but are charged to an intermediate overhead pool and allocated to B&P projects, contract engineering projects, and other cost objectives based on labor hours.

Solution. The contractor's practice of charging general support B&P typing services to an intermediate overhead pool is in compliance with CAS 420.50(a). The B&P general support typing effort is not separately identified and classified as B&P cost and is not construed as being incurred "in like circumstances for a final cost objective." Therefore, B&P general support typing effort is allocable to an overhead account, providing the allocation practice is otherwise considered acceptable and equitable.

c. **Problem.** Company R has eight segments. Segment A performs IR&D projects which have technical application to it and two other segments. Technical application is not identifiable to the remaining five segments. The cost of those projects performed by Segment A is transferred to the home office and allocated in equal parts (one-third) to the three segments.

Solution. Company R is in compliance with CAS 420.50(e)(1) and 420.50(f)(1) providing the technical applications received by the three segments

are equal. If an allocation of equal shares does not reflect the participation in technical applications, other allocation bases that could be considered in-

clude total cost input (for the three segments) or a base consisting of the same components used to allocate home office residual expenses.

8-500 Section 5 --- Audit of Cost Impact Proposals Submitted Pursuant to the Cost Accounting Standards Clause**8-501 Introduction**

This section contains guidance on the audit of contractor cost impact proposals that are submitted in accordance with the price adjustment provisions of the CAS clause.

8-502 General - Cost Impact Proposals**8-502.1 CAS Clause Requiring Price Adjustments**

Paragraph (a)(5) of the CAS clause (FAR 52.230-2) requires that contractors and subcontractors agree to contract price adjustments, with interest, if increased costs to the government result from their failure to comply with CAS or to follow their disclosed cost accounting practices in estimating, accumulating and reporting costs on contracts containing the CAS clause. The CAS clause specifically provides in paragraph (a)(4)(i) for an equitable price adjustment when a new standard causes a change in the contractor's cost accounting practices; paragraph (a)(4)(iii) for an equitable price adjustment when the parties agree to a change to either a disclosed or established cost accounting practice; and paragraph (a)(4)(ii) that adjustments resulting from all other changes may not result in any net increased costs to the government.

8-502.2 FAR Requirement for Submission of Cost Impact Proposal

a. Whenever a contractor makes a change to disclosed or established accounting practices or is determined to be in non-compliance, FAR 52.230-6 requires the submission of a cost impact proposal within 60 days (or other mutually agreed-upon date) after the proposed change is determined adequate and compliant.

b. An integral part of the cost impact proposal is the list of CAS-covered contracts and subcontracts that will be affected by the change or noncompliance. To comply with the requirements of FAR 52.230-6, contractors should maintain a system for

identifying accurately and completely all contracts and subcontracts containing the CAS clause. The auditor should evaluate the adequacy of contractors' procedures and report to the CFAO if the contractor does not maintain the required records. Once the contractor has established such procedures, perform limited test checks of contract listings on specific cost impact proposals to assure the continuing effectiveness of the contractor's system. Report exceptions in the cost impact proposal evaluation report. For smaller contractors, test the listing of CAS-covered contracts included in specific cost impact proposals against FAO files of active cost reimbursable contracts and listings of CAS-covered fixed price procurement actions available within DoD. (See CAS Working Group Paper 77-17.)

8-502.3 Cost Impact Proposal Data Requirements

A basic problem encountered by auditors is the proper preparation of a proposal by the contractor. FAR requires the proposal be prepared in the manner and form (level of detail) agreed to by the contracting officer (usually with audit advice). Any cost impact proposal format specified by the CFAO should allow the same approximate result as if the cost impact for each CAS-covered contract was calculated individually. The basic required data include (i) identification of each CAS-covered contract and cost impact (including cost, profit/fee, and price/amount) on each CAS-covered contract and subcontract or, if agreed to by the CFAO, a representative selection of contracts which will give the same approximate result as if the cost impact on each CAS-covered contract was calculated individually and (ii) grouping the CAS-covered contracts and subcontracts by contract type (e.g., FFP, FPI, CPFF, CPIF) and by the various Departments/agencies (e.g., Army, Navy, Air Force, NASA, DOE). If inadequately prepared, return the proposal to the contractor through the CFAO with deficiencies specifically identified.

8-502.4 Audit of Proposed Price Changes

Under FAR 30.602-1(c) the auditor is responsible for auditing proposed price changes submitted by contractors or subcontractors as a result of revisions made to previously disclosed or established cost accounting practices. The purpose of the audit is to ascertain whether the proposed amounts are fair and reasonable. Audit advice should be provided considering materiality and risk criteria. Auditors should consider an array of audit procedures as appropriate during audit of cost impact proposals, including statistical and judgmental sampling, risk assessment, past experience, discussion with contractor personnel, and comparison with previous cost estimates. The results of these evaluations will be reported to the ACO responsible for negotiating the price adjustment.

8-502.5 Requirement for Cost Impact Proposal

After a CFAO determination of materiality, cost impact proposals are required in the following instances:

a. **Required Accounting Changes:** A required accounting change arises when, the contractor or subcontractor is required to make a change in cost accounting practices to comply prospectively with a new or modified cost accounting standard (see FAR 52.230-2(a)(3) and 52.230-3(a)(1)). It also arises for prospective changes from a compliant disclosed or established cost accounting practice to another compliant practice when the planned change is necessary for the contractor to remain in compliance with CAS.

(1) An example of a prospective accounting practice change necessary to remain in compliance with CAS may arise when a labor-intensive contractor receives several material-intensive contracts. The contractor's total cost input G&A allocation base would cause disproportionate allocations of G&A expense to the material-intensive contracts. Therefore, in order to remain in compliance with CAS 410, the contractor changes to a value-added G&A allocation base. Prior to

award of these contracts, the contractor was in compliance with CAS 410. In order to remain in compliance with CAS 410, the contractor must change to a value-added allocation base.

(2) The related cost impact proposal for required accounting changes provides a basis for an equitable adjustment to CAS-covered contracts existing on the effective date of the new or modified standard or the changed practice in accordance with FAR 52.230-2(a)(4)(i) and may result in either price or cost increases or decreases.

b. **Unilateral Accounting Changes:** A unilateral accounting change is a change from one compliant accounting practice to another compliant practice that a contractor makes and that the CFAO has not determined is desirable (see 8-502.5c). This type of change is subject to the provisions of FAR 52.230-2(a)(4)(ii) and 3(a)(3)(ii). Because the change is neither required nor considered desirable, no increased costs will be paid by the government on existing CAS-covered contracts. Any increased costs will be recognized only on future CAS-covered contracts (see FAR 52.230-2(a)(2) and 52.230-3(a)(3)(i)). Until the CFAO determines that a change is desirable (see 8-502.5c), the change is considered a unilateral change for which the government will not pay increased costs.

c. **Desirable Accounting Changes.** A desirable accounting change occurs when the contractor proposes a compliant change to its disclosed or established accounting practices and the CFAO determines the change is desirable, because it is in the government's best interest. A change may be considered desirable even though costs increase on existing CAS-covered contracts. If the parties agree, such changes may include early implementation of new cost accounting standards (see 8-301.c.). The related cost impact proposal provides a basis for an equitable adjustment on existing CAS-covered contracts in accordance with FAR 52.230-2(a)(4)(iii) and -3(a)(3)(ii), and may result in either price increases or decreases (see CAS Working Group Paper 79-23).

d. **Noncompliances:** Noncompliances arise when, the contractor fails to comply

with an applicable cost accounting standard or to consistently follow any disclosed or established cost accounting practice. FAR 52.230-2(a)(5), -3(a)(4), and -4 require that when increased costs as defined in 48 CFR 9903.306 result, contract prices or cost allowances must be adjusted. The adjustment shall provide for recovery of the increased costs to the government, together with simple interest from the time the payment by the government was made to the time the adjustment is effected. FAR 32.610(b)(2) provides that the recovery of interest on increased costs paid by the government is computed using the annual underpayment rate established under 26 U.S.C. 6621(a)(2) of the 1986 Internal Revenue Code. This is the same interest rate used to compute interest when defective pricing is found (see 14-124). If a contractor demonstrates that the affected contract(s) contain the prior CAS clause (FAR 52.230-3(a)(5)), the interest rates specifically identified in the clause should be used.

8-502.6 Inclusion of Implementation Costs

Implementation costs may be included in cost impact statements only to the extent they are a part of appropriate indirect expense pools and allocated in accordance with the contractor's normal accounting practices. (See CAS Working Group Paper 76-5.)

8-502.7 Noncompliance with FAR Part 31

The FAR 52.230-2 CAS clause does not provide for price adjustment for noncompliance with FAR Part 31. Therefore, if a contractor fails to follow FAR, cost disapprovals will be processed in accordance with existing procedures. However, if the contractor is required to change an accounting practice because of failure to follow FAR (for example, a change to a distribution base previously used for pricing and/or recording purposes), then prospective adjustments to all CAS-covered contracts would be required under 8-502.5, above. (See 8-302.7.)

8-503 Guidance - Cost Impact Proposals, Increased Costs and Offset Techniques

8-503.1 Types of Audits

In evaluating cost impact proposals, the auditor will perform essentially two types of audits:

a. An audit of the contractor's estimate of the cost impact on covered contracts caused by changes in cost accounting practices. (The resulting adjustments to covered contracts are applied only on a prospective basis.)

b. An audit of proposed cost increases to the government caused by the contractor's failure to follow consistently its disclosed or established practices or to comply with applicable cost accounting standards. The amount of the adjustment is the increase in cost to the government over what the cost would have been had the contractor complied with the standards and/or followed consistently its disclosed or established practices.

8-503.2 Increased Costs --- Changes

Increased costs to the government under FFP contracts should be considered to exist when the costs allocated to the contracts are less than would have been allocated if the method of allocation had not been changed. This concept, which is specifically cited in 48 CFR 9903.306 related to noncompliances, should apply to all price adjustments involving FFP contracts. (See CAS Working Group Papers 76-4 and 76-9.)

8-503.3 Increased Costs --- Noncompliance

For noncompliance on firm-fixed-price contracts, the amount of "increased costs" to the government is the difference between cost estimates used in negotiations and lower cost estimates that would have been used had the contractor complied with the applicable CASB rules, regulations, and standards. This measurement is necessary since "increased costs" on FFP contracts cannot be measured in terms of higher costs to be reimbursed during contract performance. Consequently, if the

contractor failed to accumulate costs in consonance with its disclosed or established practices and applicable standards, the appropriate adjustment for the non-compliance will be computed as described. For noncompliances on flexibly priced contracts, the "increased cost" to the government is the difference between the current estimated cost at completion under the noncompliant method and the same estimate reconstructed under the compliant method. (See CAS Working Group Papers 76-4 and 76-9.)

8-503.4 Cost Adjustments for Changes

a. Cost adjustments for either required, unilateral, or desirable changes should generally be the net difference between the current estimated cost to complete under the old accounting method and the same estimate reconstructed to reflect the new method. (See CAS Working Group Paper 76-9.)

b. Often cost accounting practice changes occur in conjunction with organizational changes. The cost impact for these changes should be computed differently, depending on whether the accounting change is:

- Directly associated with an external restructuring activity that is subject to and meets the requirements of 10 U.S.C. 2325,
- A unilateral change, or
- Determined by the CFAO to be a desirable change.

(1) External restructuring. Effective June 14, 2000, the cost impact process does not apply to cost accounting practice changes directly associated with external restructuring activities that are subject to and meet the requirements of 10 U.S.C. 2325. This statute established the allowability requirements and two-to-one savings requirements for external restructures, implemented by DFARS 231.205-70. This type of restructuring activity is described in 7-1900. One of the requirements associated with this type of restructure is that savings for DoD exceed the costs allowed by a factor of two-to-one, or that savings exceed costs and the Secretary of Defense determines that the restructuring activities will result in

the preservation of a critical capability that might otherwise be lost to the Department. Since the government is achieving overall cost savings in this type of restructuring effort, the CASB decided to exempt from the cost impact process changes to cost accounting practices directly associated with external restructuring activities.

(2) Unilateral changes. Unilateral changes are defined at 9903.201-6(b)(2), as changes in cost accounting practices from one compliant practice to another compliant practice. It is important to segregate the cost impact of the cost accounting practice change from the cost impact of organizational changes. To accomplish this, the cost impact should be calculated based on the same cost baseline for the estimate-to-complete using the old and the new accounting practices. The baseline should be the cost estimate that reflects the effect of the reorganization since this forecast reflects the costs that will actually be charged to contracts. To determine the estimate-to-complete using the old accounting practice, the indirect rates should be reconstructed to reflect the prior pool and base structure. If the functions and activities in combined pools and bases cannot be readily segregated to conform to the old cost pool and base structure, then an alternate method may be used. Using the same cost baseline assures that only the cost impact attributable to the accounting change is measured.

(3) Desirable changes.

(a) Effective June 14, 2000, the cost impact of accounting practice changes which the CFAO has determined are desirable under 9903.201-6(c) should consider the cost impact of associated management actions that have an impact on contract costs. This means that there may be other events occurring at the same time as the accounting practice change that should be considered to equitably resolve the overall cost impact. Examples of "associated management actions" include internal restructuring activities.

(b) In order to consider the impact of this management action in the cost impact calculation, it should be calculated as the difference between the former accounting practice using the cost level without the effect of the management action, and the new accounting practice using the cost

estimate with the effect of the management action as reflected in the new forward pricing rates.

8-503.5 Cost Offset Techniques

a. The proposed cost impact and the related audit recommendations must be shown on a contract-by-contract basis to enable the CFAO to identify the affected contracts and determine the amount of the adjustment for each contract involved. Adherence to this format (contract-by-contract) by the contractor and the auditor is particularly vital when cost offsets apply. No specific method for offsetting price increases and decreases has been prescribed. It is the CFAO's responsibility to address each specific situation in a way that best accomplishes the overall objective and to assure that the offset technique is applied judiciously so that the final cost to the government or to individual departments or agencies is not materially different from that which would have resulted if the contract prices had actually been adjusted. Offsets affecting incentive contracts should be carefully evaluated to avoid material impacts on the incentive provisions. The following guidelines should be employed in using offset techniques (see CAS Working Group Paper 76-8):

(1) Contracts may be adjusted individually or cost increases and decreases may be offset to reduce the number of contract adjustments for required, unilateral, and desirable changes and for non-compliances.

(2) Cost increases at one organizational segment of a company may be offset by decreases at another segment if the change causes costs to flow between the segments either directly or via a higher organizational level such as a home office.

(3) Within a segment, the effect of several changes may be combined in the offset consideration if the changes all take place at the same time.

(4) When a mix of contract types is involved, grouping of contracts by type, by materiality of cost impact, or other type segregation may often reduce the complexity of the problem and also reduce the number of price adjustments that must be made.

b. For unilateral changes, the CFAO must limit upward contract price adjustments on affected contracts to the amount of downward contract price adjustments of other affected contracts. In other words, the total amount of upward contract price adjustments cannot be greater than the total amount of downward contract price adjustments as the result of a unilateral accounting practice change (see 9903.201-6(b)(3)).

c. For estimating noncompliances, individual contract prices, including cost ceilings or target costs, may be increased or decreased to resolve an estimating non-compliance, as long as the aggregate value of all contracts affected by the noncompliance is not increased (see 9903.201-6(d)). Estimating noncompliances occur when negotiated contract prices are based on noncompliant accounting practices.

8-503.6 Adequacy-Cost Impact Proposals

a. Pursuant to acquisition regulations that implement the CASB promulgations, contractors and subcontractors are required to submit proposals that reflect the cost impact of changes made to their disclosed or established cost accounting practices. The auditor should initially evaluate such cost impact proposals for adequacy of content and method of presentation. If inadequately prepared, return the proposal to the contractor through the CFAO with the deficiencies specifically identified.

b. The auditor should not return the cost impact proposal to the contractor solely because a certificate of current cost or pricing data did not accompany the proposal. Contract modifications made under the CAS clause are subject to FAR 15.403-4, which requires cost or pricing data and a certificate of current cost or pricing data. This requirement applies to the individual modification, not to the cost impact proposal itself. The timing of the certificate is as of the date of agreement on price. Therefore, no certificate is required at the time of submission of cost impact proposals. It is the contracting officer's responsibility to obtain a certificate of current cost or pricing data before completing the contract modification(s).

c. For defense contracts, a certification is required per DFARS 243.204-70 and 252.243-7002 at the time of submission of the cost impact proposal if the contractor requests an equitable adjustment that exceeds the simplified acquisition threshold (\$100,000) to any defense contract as a result of required or desirable cost accounting practice changes under the CAS clause. The \$100,000 threshold applies to equitable adjustment on a contract-by-contract basis, not to the cost impact proposal itself.

8-503.7 Failure to Submit Cost Impact Proposal

a. Auditors should work closely with the CFAO to get contractors to submit timely and adequate cost impact proposals. It may be necessary for the CFAO to instruct the contractor that the withhold provisions of FAR 30.602-1(d) will be implemented if an adequate cost impact proposal is not submitted by a stipulated date.

b. If the contractor fails to submit a cost impact proposal, FAR provides that the CFAO, with the assistance of the auditor, shall estimate the cost impact on contracts and subcontracts containing the CAS clause. Base the estimate, as much as possible, on readily available data. The auditor's objective is not to relieve the contractor of its responsibility for preparing the cost impact statement but merely to provide sufficient information upon which the ACO can base a unilateral decision. Once the CFAO's final decision has been rendered, the burden of proof should rest with the contractor to demonstrate, through a detailed analysis, the cost impact on each CAS-covered contract and subcontract, rather than to debate the merits of the government estimate. (This is similar to the procedure established in FAR 49.109-7 for termination settlement by unilateral determination.) The associated audit report should include:

- (1) the scope of the audit,
- (2) a description of the circumstances relating to the contractor's failure to submit a cost impact proposal, and
- (3) the basis used to develop the estimate.

If the auditor is unable to provide the estimate, the report should give the reasons and identify the data needed to comply with the ACO's request.

c. Although not specifically provided for in the FAR, auditors may also be requested by the CFAO to provide an estimate of the cost impact prior to the CFAO's exercising of the FAR withhold provisions. The FAR withhold provisions provide that the CFAO may withhold an amount not to exceed 10 percent of each subsequent payment request related to the contractor's CAS covered prime contracts which contain the appropriate withholding provisions until the cost impact proposal has been furnished. In these situations, the estimate of the cost impact will be used by the CFAO to determine a maximum amount that should be withheld. Again, the estimate of the cost impact should be based, as much as possible, on readily available data. Also recommend to the CFAO that withholding begin immediately and continue while the estimate of the cost impact is being developed.

8-504 Conferences and Reports on Audits-Cost Impact Proposals

a. See 4-300 for guidance on entrance, interim, and exit conferences with the contractor. When appropriate, e.g., when there are numerous CAS-covered contracts, a series of changes, or complicated changes, the contractor and the government should discuss and agree in advance on the manner and form of a cost impact proposal in order to ease the administrative process.

b. Promptly after completing each cost impact proposal audit, prepare and distribute a report using the guidance in 10-809.

8-505 Coordination

Extensive coordination will be required when the adjustments are for changes to or failure to follow home office accounting practices. Such adjustments will affect all contracts at all organizational units that receive cost allocations from the home office. It is expected, therefore, that the CAC, the

CHOA, the GAC, and/or the auditor cognizant of an intermediate management organization will furnish the auditors cognizant of all segments with the results of the audit on distributing home office expenses so that the proposed effect on

contracts at the receiving segments can be verified. The cognizant auditors would then report back to the CAC, CHOA, or GAC who would issue a consolidated report to the CFAO responsible for the home office.